

U. S. Department of Housing and Urban Development



Administrative Service Center 3
Denver Field Contracting Operations

Region VIII, Denver
1670 Broadway – 23rd Flt
Denver, Colorado 80202-4801

Phone: 303-672-5281
Fax: 303-672-5062
Web: www.hud.gov

April 12, 2004

REQUEST FOR PROPOSALS

R-DEN-01893

Dear Prospective Offeror:

Attached is Request for Proposal (RFP) R-DEN-01893 for the Department of Housing and Urban Development (HUD). The purpose of this contract is to engage a contractor to provide real estate property sales closing services for single family properties owned by HUD within the State of Colorado.

The North American Industrial Classification System (NAICS) code for this acquisition is 541191 and the Size Standard is \$6 million. The Denver Homeownership Center (HOC) of HUD anticipates awarding one Fixed-Unit Price Indefinite Delivery Contract utilizing a cascading preference for award to small business first.

The enclosed RFP is structured in accordance with the Uniform Contract Format required by the Federal Acquisition Regulation (FAR). Identified below are other important items within the solicitation:

1. **Time, Place and Due Date** for receipt of offers are contained in Block 9 of the SF 33. Late offers will not be accepted.
2. **Instructions and Conditions** are found in Section L. Read this section very carefully.
3. Section M describes the **basis for proposal evaluation** and contract award. The technical proposal **must address each of the technical factors** as described in Section M.

If you have any questions concerning this solicitation, please contact Laverne L. Branson by facsimile at 303) 672-5062, or by email at Laverne_L._Branson@hud.gov.

Respectfully yours,

/s/
Thomas W. Webster
Contracting Officer
Denver Field Contracting Operations

Attachment

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED) ORDER UNDER DPAS (15 CFR 700)		RATING		Pages 1	of	41	Pages.	
2. CONTRACT NO.			3. SOLICITATION NO.		4. TYPE OF SOLICITATION		5. DATE ISSUED		6. REQUISITION/PURCHASE		
					SEALED BID (IFB)						
			R-DEN-01893		X		NEGOTIATED (RFP)		4/12/04		
7. ISSUED BY:			CODE		8AAO		8. ADDRESS OFFER TO (If other than Item 7)				
Department of Housing and Urban Development Denver Field Contracting Operations, Branch B, 8AAO 1670 Broadway, 23 rd Floor, Denver, CO 80202-4801											
NOTE: In sealed bid solicitations, "offer" and "Offeror" mean "bid" and "bidder".											
9. SOLICITATION											
Sealed offers for Proposals shall be submitted in an original and four copies for furnishing the supplies or services in the schedule and shall be submitted at the place specified in Item 7, or if hand carried, in the depository located in 1670 Broadway, 25th Floor, Denver, CO 80202-4801, until 2:00 p.m. Mountain Daylight Time, on Wednesday, May 12, 2004.											
CAUTION – LATE Submissions, Modifications, and Withdrawals: Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL			A. NAME				B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)				
			Laverne L. Branson				(303) 672-5281, extension 1824				
11. TABLE OF CONTENTS											
(X)	SEC.	DESCRIPTION			PAGE(S)	(X)	SEC.	DESCRIPTION			PAGE(S)
PART I – THE SCHEDULE						PART II – CONTRACT CLAUSES					
X	A	SOLICITATION/CONTRACT FORM			1	X	I	CONTRACT CLAUSES			I-1 – I-8
X	B	SUPPLIES OR SERVICES AND PRICES/COST			B-1 – B-3	PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH					
X	C	DESCRIPTION/SPECS/WORK STATEMENT			C-1 – C-19		J	LIST OF ATTACHMENTS			J-1
X	D	PACKAGING AND MARKING			D-1	PART IV – REPRESENTATIONS AND INSTRUCTIONS					
X	E	INSPECTION AND ACCEPTANCE			E-1	X	K	REPRESENTATIONS, CERTIFICATIONS AND			K-1 – K-8
X	F	DELIVERIES OR PERFORMANCE			F-1 – F-2	X		OTHER STATEMENTS OF OFFERORS			
X	G	CONTRACT ADMINISTRATION DATA			G-1 – G-2	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS			L-1 – L-7
X	H	SPECIAL CONTRACT REQUIREMENTS			H-1	X	M	EVALUATION FACTORS FOR AWARD			M-1 – M-12
OFFER (Must be fully completed by offeror)											
NOTE: Item 12 does not apply if the solicitation includes the provision at 52.214-16, Minimum Bid Acceptance Period. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>120</u> calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
(1) DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)			(2) CALENDAR DAYS 0%		(3) CALENDAR DAYS 0%		(4) CALENDAR DAYS 0%		CALENDAR DAYS 0%		
14. ACKNOWLEDGEMENT OF AMENDMENTS			AMENDMENT NO.		DATE		AMENDMENT NO.		DATE		
(The offeror acknowledges receipt of the											
amendments to the SOLICITATION for offerors											
and related documents numbered and dated											
15A. NAME, ADDRESS OF OFFEROR						CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER	
15B. TELEPHONE NO. (Include area code)						15C. CHECK IF REMITTANCE		17. SIGNATURE		18. OFFER DATE	
						ADDRESS IS DIFFERENT FROM ABOVE – ENTER SUCH ADDRESS IN SCHEDULE					
AWARD (To be completed by Government)											
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT – Est. Value		(4) ACCOUNTING AND APPROPRIATION 86x4070 FHA						
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION					23. SUBMIT INVOICES TO ADDRESS SHOWN IN			ITEM			
10 U.S.C.2304 (c) ()					41 U.S.C. 253(c) ()			SECTION G			
24. ADMINISTERED BY (If other than Item 7)					CODE		25. PAYMENT WILL BE MADE BY		CODE		
							SOZA 2777-B Heartland Road Falls Church, VA 22043				
26. NAME OF CONTRACTING OFFICER (Type or print)					27. UNITED STATES OF AMERICA			28. AWARD DATE			
Thomas W. Webster											
					(Signature of Contracting Officer)						
IMPORTANT – Award will be made on this Form, or on Standard Form 26, or by other authorized official notice.											
NSN 7540-01-152-8064 PREVIOUS EDITION NOT USABLE			33-132		STANDARD FORM 33 (Rev 9-97) Prescribed by GSA FAR (48 CFR) 53.214(c)						

PART I – THE SCHEDULE

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.1. SERVICES

The contractor shall provide real estate property sales closing services for single family properties owned by the U.S Department of Housing and Urban Development (HUD) located within the geographic areas described below for the Denver Homeownership Center (HOC).

B.2. GEOGRAPHIC AREA

The entire State of Colorado.

B.3. MINIMUM, MAXIMUM AND ESTIMATED QUANTITIES

3.1. The minimum, maximum and estimated quantity of closings the Government may order during the base period and each additional option year of the contract are listed below:

Colorado (Area 20)

<i>Service Requirement</i>	<i>Estimated Quantity</i>	<i>Maximum Quantity</i>	<i>Minimum Quantity</i>
Property Closing Services IAW PWS Section C.3, tasks 1-6	2,400	4,000	400
Recordation Services IAW PWS Section C.3, task 7	2		
Title Search Services IAW PWS Section C.3, task 7	1		
Incentives IAW PWS Section C.5, Paragraph 5.1.2.	Amount determined monthly		

3.2. HUD reserves the right to unilaterally increase or selectively assign closings in geographic areas or to administratively revise the geographic areas in accordance with the Changes Clauses of the contract, if such action is determined to be in the best interest of the government. HUD may procure the services of additional contractors, if such action is determined to be in the best interest of the government. Closings will be assigned in equal numbers to each contractor. HUD is under no obligation to assign properties exceeding the minimum quantities specified in 3.1 above.

B.4. PRICE SCHEDULE

As total compensation for all services performed under this contract, the contractor will be paid according to the Contract Line Item Number (CLIN) prices listed below for closings conducted. The unit price for Property Closing Services specified herein shall be inclusive of all costs, including, but not limited to, the cost of phones, postage, shipping, delivery costs, courier costs, express mail, faxing, transportation, document reproduction, wire transfer fees, recording fees, audit costs, title search costs, and all office requirements as referenced in this contract. The unit prices for the CLINS entitled Recordation Services and Title Search Services specified herein shall be inclusive of all costs specific to those services. The incentives are determined monthly based on contractor performance and from the unit price to be determined at the time of contract award.

Colorado (Area 20)

BASE CONTRACT PERIOD				
<i>Contract Line Item Number (CLIN)</i>	<i>Service Requirement</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Estimated Total Price for CLIN</i>
CLIN 001	Property Closing Services IAW PWS Section C.3, tasks 1-6	2,400	\$ per completed closing	\$
CLIN 002	Recordation Services IAW PWS Section C.3, task 7	2	\$ each	\$
CLIN 003	Title Search Services IAW PWS Section C.3, task 7	1	\$ each	\$
CLIN 004	Incentives IAW PWS Section C.5	NA	NA	TBD at time of award
ESTIMATED TOTAL VALUE OF THE BASE CONTRACT PERIOD				\$

FIRST OPTION PERIOD				
<i>Contract Line Item Number (CLIN)</i>	<i>Service Requirement</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Estimated Total Price for CLIN</i>
CLIN 005	Property Closing Services IAW PWS Section C.3, tasks 1-6	2,400	\$ per completed closing	\$
CLIN 006	Recordation Services IAW PWS Section C.3, task 7	1	\$ each	\$
CLIN 007	Title Search Services IAW PWS Section C.3, task 7	1	\$ each	\$
CLIN 008	Incentives IAW PWS Section C.5	NA	NA	TBD at time of award
ESTIMATED TOTAL VALUE OF THE FIRST OPTION PERIOD				\$

SECOND OPTION PERIOD				
<i>Contract Line Item Number (CLIN)</i>	<i>Service Requirement</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Estimated Total Price for CLIN</i>
CLIN 009	Property Closing Services IAW PWS Section C.3, tasks 1-6	2,400	\$ per completed closing	\$
CLIN 010	Recordation Services IAW PWS Section C.3, task 7	2	\$ each	\$
CLIN 011	Title Search Services IAW PWS Section C.3, task 7	1	\$ each	\$
CLIN 012	Incentives IAW PWS Section C.5	NA	NA	TBD at time of award
ESTIMATED TOTAL VALUE OF THE SECOND OPTION PERIOD				\$

THIRD OPTION PERIOD				
<i>Contract Line Item Number (CLIN)</i>	<i>Service Requirement</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Estimated Total Price for CLIN</i>
CLIN 013	Property Closing Services IAW PWS Section C.3, tasks 1-6	2,400	\$ per completed closing	\$
CLIN 014	Recordation Services IAW PWS Section C.3, task 7	2	\$ each	\$
CLIN 015	Title Search Services IAW PWS Section C.3, task 7	1	\$ each	\$
CLIN 016	Incentives IAW PWS Section C.5	NA	NA	TBD at time of award
ESTIMATED TOTAL VALUE OF THE THIRD OPTION PERIOD				\$

ESTIMATED TOTAL VALUE OF ALL CONTRACT PERFORMANCE PERIODS FOR COLORADO (AREA 20)	\$
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CLOSING AGENT SERVICES

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SECTION C – DESCRIPTION / SPECIFICATIONS / WORK STATEMENT

PERFORMANCE WORK STATEMENT (PWS) FOR CLOSING AGENT SERVICES

C.1. BACKGROUND

- 1.1. **Single Family Mortgage Insurance Program.** The Federal Housing Administration (FHA), an agency of the United States Department of Housing and Urban Development (HUD), administers the Single Family Mortgage Insurance Program. Upon default and foreclosure of an FHA insured loan, the lender files a claim for insurance benefits. In exchange for payment of a claim, a lender conveys a foreclosed property to HUD. HUD, through a Management and Marketing (M&M) contractor, then manages and sells a sizable inventory of single family homes in a manner that promotes home ownership, preserves communities and maximizes return to the FHA insurance fund. To complete the sales of the properties, HUD requires the services of closing agent contractors (referred to as “Contractor” hereafter) to perform all necessary closing activities on its behalf.
- 1.2. **Interaction/Impact.** Performance under this contract will involve interaction with homebuyers and their representatives in the real estate community, mortgage lenders, non-profit housing and advocacy organizations, staff from HUD’s Homeownership Center (HOC), and other service providers under contract to HUD such as the M&M contractors. Additionally, this contract may be impacted by changes in regulation or legislation, housing policy initiatives identified by the White House or the HUD Secretary.
- 1.3. **Performance-based Contract.** This service was previously acquired through awarding contracts where HUD prescribed the processes the Contractors would follow. This contract will follow a performance based contracting (PBC) approach, whereby HUD establishes the performance standards to be met in this PWS and the Contractor is responsible for meeting or exceeding those standards.

C.2. SCOPE OF REQUIREMENTS

- 2.1. **Purpose.** This is a fixed unit rate contract with a single unit price per completed closing. The Contractor shall proactively work with HUD’s M&M contractors, any successor Contractors, and the Government Technical Representative (GTR) and Government Technical Monitor (GTM) to ensure closings are performed timely. The Contractor shall perform to meet or exceed the performance standards specified in this contract. All costs, including the cost of phones, postage, shipping (including closed files to storage), delivery costs, courier costs, express mail, faxing, transportation, document reproduction (which includes the one page Customer Service Survey and postage pre-paid envelopes), wire transfer fees, recording fees (that HUD would pay as identified in Notice H 2003-02 or any subsequent regulation), annual reconciliation report costs, courier costs, express mail, title search costs (see Para 3.2.2.), and office requirements are included in that fixed unit price unless otherwise specifically identified in this contract. The Contractor will not receive reimbursement or other payment for any expenses related to cases that do not close. However, if a case fails to close, but another sale contract is signed for the same property, HUD will assign the case back to the Contractor. If the property is reconveyed to the lender after the Contractor has opened the escrow file (see Para 3.2.1.2.), HUD will pay the Contractor 25% of the unit price.
- 2.2. **Objectives.** The primary objectives of this contract are to:
 - 2.2.1. Ensure HUD’s interests are proactively represented at the sales closing,

- 2.2.2. Ensure the sales contract is closed as soon as possible after signing of the contract,
- 2.2.3. Ensure closing is held within 50 miles of the subject property,
- 2.2.4. Ensure HUD funds received are accurately and timely provided to U.S. Treasury, and
- 2.2.5. Ensure the closings are accomplished with error-free closing documents.

2.3. **Results and Outputs.** The Contractor's performance under this contract shall ensure:

- 2.3.1. Closings are fully and accurately completed in the shortest time frame possible but no later than the date specified in the sales contract (unless an extension of time to close has been approved),
- 2.3.2. HUD funds are transferred to U.S. Treasury with few or no assessments of disincentives for untimely processing,
- 2.3.3. The Contractor's internal quality management includes identifying and correcting errors in processing requirements and,
- 2.3.4. A positive image of HUD through customer service surveys revealing the Contractor is providing exceptional service to purchasers.

C.3. TASKS AND DELIVERABLES

3.1. **Task 1: General Requirements.** The primary objective is to perform closings of HUD-owned properties as quickly as possible, and within 50 miles of the subject property. Typically, a purchaser is provided 45 calendar days to close the transaction. However, from time to time, HUD may offer special incentive programs to homebuyers to close in a shorter period of time, such as 30 days after contract signing. The Contractor shall coordinate with the M&M to effect the closing within the allotted time frame unless an extension is necessary due to circumstances outside of the Contractor's control.

3.1.1. Office/Manager.

3.1.1.1. The Contractor shall establish and maintain a fully staffed, equipped, and supplied office in the geographic area of the contract and provide all necessary facilities, materials, supplies, equipment, supervision, and personnel, to perform the Real Estate Closing Services, as required in this PWS. The Contractor shall take proper health and safety precautions to protect workers, the public and the property of others. The Contractor shall maintain the office to manage assigned properties and provide service from 8:00 AM to 4:30 PM, local time in the geographic area, Monday through Friday, with the exception of recognized Federal holidays and other industry-accepted days to be closed, as identified at the Post Award Meeting.

3.1.1.2. Additionally, the Contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the Contractor when the manager is absent shall be designated in writing to the Contracting Officer and GTR. Both individuals shall be considered to be Key Personnel. The contract manager or alternate shall be available during normal duty hours to meet with HUD staff to discuss problem areas and shall have full authority to act for the Contractor on all contract matters relating to daily operations of this contract.

- 3.1.2. Licenses, Insurance, Certifications and Permits. The Contractor shall obtain necessary licenses, insurance certifications, and permits required in the performance of the contract and comply with any federal, state, county and municipal laws, codes and regulations applicable to the performance under this contract. The Contractor shall ensure that all subcontractors comply with these requirements.
- 3.1.3. Escrow Account.
 - 3.1.3.1. The Contractor shall establish a non-interest bearing escrow account (unless state law requires an interest bearing account, in which case, documentation to verify this distinction must be provided to the GTR and Contracting Officer) for all sales proceeds, including earnest money deposits, loan proceeds, and purchaser's funds presented at closing, in the name of the Contractor with the restriction: "As Trustee for the U.S. Department of Housing and Urban Development." All distribution of funds shall be made from this account. The cost of maintaining and operating this account is at the expense of the Contractor. This escrow account shall be used only for purposes of this contract and, in the event the Contractor has multiple contracts with HUD, the Contractor shall ensure that a separate account is maintained for each contract area and shall not co-mingle funds among areas. The escrow account shall be established in a bank that gives credit for deposited funds immediately upon clearance, and has the capacity to transmit all of the information contained in the SAMS-1103. If at any time the Contractor is unable to continue compliance with these requirements, the Contractor shall immediately notify the GTR or GTM and the Contracting Officer. Such notification shall include proposed actions to achieve compliance. The Contractor shall retain all its bank statements and shall make them available to the GTR, GTM or Contracting Officer upon request.
 - 3.1.3.2. As soon as possible following termination or expiration of this contract, but no later than 90 days following such termination or expiration, the Contractor shall close the escrow account and provide HUD with a cashier's check for the balance in the account. Within 30 days following closing of the account, but no later than 120 days following the termination or expiration of the contract, the Contractor shall provide HUD with an appropriate reconciliation of all funds covered by said cashier's check, including a copy of the final bank statement showing a zero balance in the account.
- 3.1.4. Quality Control (QC) Plan. The Contractor shall establish and maintain a complete QC plan to ensure the requirements of the contract are provided as specified. Two copies of the Contractor's final plan shall be provided to the Contracting Officer not later than the post-award conference. The Contractor shall provide two complete copies to the Contracting Officer as any updates/changes occur. The plan shall include:
 - 3.1.4.1. Identification of the tools the Contractor will use to ensure all required time frames in the contract are met.
 - 3.1.4.2. A QC review system covering all of the service requirements listed on the Performance Requirements Summary. It shall specify the requirements to be reviewed on either a scheduled or unscheduled basis, how often reviews will be accomplished, and the title of the individual(s) who will perform the reviews. It shall also specify how records of all reviews conducted by Contractor/subcontractor personnel will be maintained, including documentation of corrective action taken when reviews reveal discrepancies, and where those records will be maintained to ensure availability of access to HUD personnel

throughout the term of the contract.

3.1.4.3. The method for selecting responsible subcontractors and monitoring their performance to ensure only quality work is being received. Include copies of actual or proposed subcontract agreements, including all required FAR clauses that will flow down to the subcontracts.

3.1.4.4. Adequate internal control measures to ensure

3.1.4.4.1. Case files and file documents are managed and controlled to prevent any loss of documents and

3.1.4.4.2. Funds received and paid out are properly and timely managed and case files are timely reconciled.

3.1.5. Customer Service. Inasmuch as the Contractor's performance reflects directly on the Department, customer service is a priority under this contract. The Contractor shall work to perform the highest level of customer service to HUD's homebuyers. Customer service surveys will be used to evaluate the closing agent's and the M&M's performance from the perspective of the buyer. At closing, the Contractor shall provide the purchaser the survey with a postage pre-paid envelope addressed to HUD at:

U. S. Department of Housing and Urban Development
REO Branch
UMB Plaza, 1670 Broadway
Denver, CO 80202-4801

3.1.5.1. HUD may unilaterally change the text and format of the survey, as well, as the procedure for distribution of the survey and will notify the Contractor of all changes.

3.1.6. Records Maintenance.

3.1.6.1. Throughout the entire life of the contract the Contractor shall maintain a system of record keeping which will ensure documents are

3.1.6.1.1. Properly and promptly filed upon receipt,

3.1.6.1.2. Not lost or misplaced,

3.1.6.1.3. Easily and promptly retrieved upon request by the GTR or GTM, Contracting Officer, or any other authorized person, and

3.1.6.1.4. Maintained with complete confidentiality.

3.1.6.2. No more than 90 days after the close of each Government fiscal year (September 30) and/or the expiration or termination of the contract, the Contractor shall prepare all closing files from the fiscal year completed and have them stored in accordance with instructions from the GTR. These instructions will either require the Contractor to send them directly to a Federal records storage facility or to an independent storage location, at the Contractor's expense. At a minimum, all records shall include the following documents:

3.1.6.2.1. Proof of deposits for the escrow account,

- 3.1.6.2.2. Proof of wire transfers of proceeds to the U.S. Treasury,
- 3.1.6.2.3. Copies of checks for disbursements (each check shall include the property address, FHA case number, and notation of type of expense),
- 3.1.6.2.4. A log of all payments made (reflecting the FHA case number, date, amount, purpose, and if payment was made at closing or outside of closing), and
- 3.1.6.2.5. Copies of each document related to the closing performed.
- 3.1.7. Subcontracting. The Contractor shall ensure that any subcontractor providing services on behalf of the Contractor has been approved prior to any such performance, either through identification in the technical submission or by separate notification to the GTR and Contracting Officer. Such notification shall completely disclose the subcontractor services being provided and the fee arrangements by which the subcontractor is paid for services provided. HUD will only approve subcontract arrangements that provide a fee for service basis; that is, the subcontractor receives compensation for services provided under the contract, not for services that they may provide outside of the contract. Additionally, the subcontractor shall not have a negative performance history or be suspended or otherwise prohibited from doing business with the Government.
- 3.2. **Task 2: Pre-closing Activities.** The Contractor shall perform all pre-closing actions, including but not restricted to the ones detailed below, necessary to ensure the closing occurs as scheduled.
 - 3.2.1. Open Closing/Escrow File.
 - 3.2.1.1. The Contractor shall open all closing files immediately upon receipt of the contract package from the M&M. The contract package will include:
 - 3.2.1.1.1. A signed sales contract (HUD-9548) with any addendums and amendments;
 - 3.2.1.1.2. Title Evidence (when available);
 - 3.2.1.1.3. Documentation regarding status of rents due to HUD (when purchaser is HUD's tenant);
 - 3.2.1.1.4. Bulk Sales listing (if applicable).
 - 3.2.1.2. The Contractor shall not open escrow until the required earnest money is received.
 - 3.2.1.2.1. The Contractor shall deposit earnest money funds no later than three business days after receipt from the Broker.
 - 3.2.1.2.2. If the selling broker fails to submit the buyer's deposit of earnest money within three business days after receipt of the signed sales contract from the M&M, the Contractor shall return the contract package to the M&M on the fourth business day annotating the file with "Earnest Money Not Received."
 - 3.2.2. Title Search. The contractor shall order a title search and forward the report to the M&M within seven business days after opening escrow. The contractor shall take actions to

clear all routine title issues (such as title not in HUDs name, or tax liens although these examples are not meant to be all-inclusive), in such a manner as to avoid any delays in closing. Major title defects that are not routine in nature shall be forwarded to the M&M contractor no later than one business day after finding the title defect.

3.2.3. Written Notification. The Contractor shall provide written notifications as required.

3.2.3.1. No more than two business days after opening the closing file, the Contractor shall provide a notification package of contract receipt to the real estate agent. The cover letter to the package shall include a notification of assignment, the file number, the name of the escrow officer, the latest possible closing date, the terms of any extensions, and a request for the establishment of a firm closing date. The package shall also include a letter to the buyer notifying him/her that:

3.2.3.1.1. HUD does not require the buyer to obtain title insurance as a condition of the purchase;

3.2.3.1.2. If the buyer opts to obtain title insurance, they may elect to purchase title insurance from any firm offering such insurance; and

3.2.3.1.3. Selecting a firm other than the closing agent will not cause any delays in the closing.

3.2.3.2. The cover letter to the package shall include a notice to the broker requiring the broker to obtain a signed acknowledgement from the buyer as to whether or not a final abstract update and final opinion is desired, and if so, the identification of the abstract company and attorney the buyer will use. This acknowledgement must be returned from the broker no later than 10 days from receipt. The Contractor shall then facilitate all communications with the abstract company/attorney selected by the buyer.

3.2.3.3. Not less than ten calendar days prior to the latest contract closing date, the Contractor shall provide the broker written notification if a firm closing date has not been established.

3.2.3.4. The next business day after the closing date stated on the contract, if no closing has occurred, the Contractor shall notify the broker in writing that the sale did not close and contact the M&M for additional instructions.

3.2.4. Deed and Closing/Escrow Instructions.

3.2.4.1. No later than three business days of a written request for closing, or receipt of accurate loan documents from a lender, the Contractor shall notify the M&M of the date, and accurately prepare the pre-closing package; scan and forward all documents electronically to the M&M for approval and signature.

3.2.4.2. The pre-closing package shall include

3.2.4.2.1. Special Warranty Deed,

3.2.4.2.2. HUD-1,

3.2.4.2.3. Seller's affidavit (if applicable),

3.2.4.2.4. Copy of earnest money check, and

- 3.2.4.2.5. Contractor certification explaining any invoices, which require payment (hard copy of invoices to be included with post-closing package).
- 3.2.4.2.6. A copy of OND/TND documents, if applicable.
- 3.2.4.3. The M&M is prohibited from executing deeds more than five business days prior to the actual date of closing. The M&M will electronically approve and return the HUD-1 and overnight deliver the signed deed back to the Contractor.
- 3.2.5. Rental Monies. The Contractor shall verify with the M&M that all rental monies due HUD have been paid outside settlement if the buyer is a HUD tenant. If any due amounts have not been paid, the Contractor shall ensure such payment is made at time of closing.
- 3.2.6. Extension Requests. The Contractor shall administer broker requests for extensions of the sales closing date. Such requests may only be accepted via the Closing Extension Request form, which includes supporting documentation, and shall be accompanied by the full non-refundable fee, in the form of cash, cashier's or certified check, or money order. The extension request form, supporting documentation, and copy of extension fee, shall be scanned and forwarded to the M&M for processing. No extension shall be processed without the extension funds unless prior written approval has been provided by the M&M. No extension may be granted without express written approval from the M&M or the GTR or GTM.
 - 3.2.6.1. Not more than one business day after receipt of the request, fax it and all supporting documentation (including a copy of the check) to the M&M.
 - 3.2.6.2. If the request is approved by the M&M, deposit the extension funds in the escrow account and notify the broker no more than 1 business day after approval.
 - 3.2.6.3. If the request is approved by the M&M and the fee is waived, return the extension funds to the Broker no later than one business after approval and waiver.
 - 3.2.6.4. If the request is denied by the M&M, the extension fee shall be returned to the broker no later than one business day after denial along with instructions to close by the scheduled closing date.
 - 3.2.6.5. If an extension to close is required due to Contractor's actions, or lack of actions, as determined by the GTR or GTM, the Contractor shall pay the extension fee.
- 3.2.7. Preparation of the HUD-1.
 - 3.2.7.1. Accurate preparation of the HUD-1 is critical to timely processing. The HUD-1 shall be prepared in final format for approval by the M&M. The Contractor shall use an automated closing process software package as identified in the technical proposal to complete the HUD-1 and to minimize errors. The Contractor shall prepare the HUD-1 to facilitate a full and complete closing, including all required disbursements, collections, and deposits, at the time of closing. A copy of the HUD-1 that has either been approved, or approved with corrections by the M&M, shall be retained in the file.

- 3.2.7.2. At closing, the extension fee shall not be applied to the amount due from the buyer unless the sale closes prior to the expiration of the extension, in which case the buyer shall be credited with a prorated (based on calendar days) portion of the fee. The full amount of the fee shall be reflected on lines 104 and 404 of the HUD-1. Any credited portion shall be reflected on lines 206 and 506.
 - 3.2.8. Cancelled contract.
 - 3.2.8.1. If a contract is cancelled or fails to close, no more than one business day after the failed closing, the Contractor shall electronically notify the M&M. A copy of this electronic notice shall be placed in the file.
 - 3.2.8.2. The Contractor shall scan the original of the signed deed, marked **VOID** in large letters across the front, and electronically forward it to the M&M no later than the second business day after a sales contract is cancelled. The original document will then be mailed to the M&M contractor.
 - 3.2.8.3. The M&M will instruct the Contractor in writing of the disposition of the earnest money and extension fee (if applicable) when a contract is cancelled. If no instruction is received from the M&M and the sales contract has been expired for ten days, the Contractor shall return any earnest money deposits and extension fees (if applicable) to the M&M for disposition.
- 3.3. **Task 3: Closing Activities.** The Contractor shall conduct the actual closing at an acceptable office location, as stated in the Contractor's technical proposal, which is not more than 50 miles from the property's location. **Third party closings are not permitted.** The Contractor or its subcontractor shall be present at every closing. The closing shall be completed timely and accurately. At the closing, the Contractor shall perform all required actions, including the following activities:
 - 3.3.1. Obtain signatures on the HUD-1 Settlement Statement.
 - 3.3.2. Provide the Customer Service Survey and the postage pre-paid envelope to the purchaser.
 - 3.3.3. Collect recording fees from the buyer for any lender/buyer documents requiring recordation in the sale/closing process of each individual property. The Contractor is responsible for the deed recordation, and shall not leave the recording to any other entity. The Contractor's unit fee includes recordation of any HUD document requiring recordation, including the deed conveying title from HUD and the OND/TND mortgage. This is not meant to be an all-inclusive list.
 - 3.3.4. Table fund all closings unless prohibited by state law, in which case alternative procedures shall be established in the Contractors technical proposal.
 - 3.3.5. Disburse any allowable expenses due and payable at time of closing. Unpaid property taxes, HOA fees, utilities, etc., for the current year, shall be pro-rated and paid at closing.
- 3.4. **Task 4. Special Programs.**
 - 3.4.1. Officer Next Door (OND) or Teacher Next Door (TND) programs:
 - 3.4.1.1. Contractor shall be familiar with HUD's OND and TND programs and their requirements and obtain a copy of Notice 99-30 plus any updates or revisions.

- 3.4.1.2. To qualify to purchase a home through the OND or TND programs, a law enforcement officer or teacher must agree to execute a second mortgage and note in the name of the Department. It shall be the responsibility of the Contractor to prepare and provide for the OND/TND a Second Mortgage and Subordinate Note to be executed by the OND/TND at closing. The Second Mortgage and Subordinate Note shall conform to state requirements per the instructions contained in Appendix III of HUD Handbook 4165.1, REV-1, CHG-3. The Contractor shall record the Second Mortgage. The recording instructions shall instruct the recorder's office to return the Recorded Second Mortgage or Deed of Trust to the M&M contractor at its office location. Replace the current language used in paragraph two (which is entitled Occupancy) of the OND/TND Second Deed of Trust document with:

Borrower shall own and occupy, establish and use the property as borrower's sole residence and shall continue to occupy the property as borrower's sole residence for at least three years after the first date of occupancy, which residence shall commence no later than, and be calculated from _____ *(insert date 30 days after the date of execution of the Security Instrument/Note for homes requiring no repairs; 90 days after the date of execution of Security Instrument/Note for homes requiring minor repairs; and 180 days after the execution of Security/Note for homes requiring extensive repairs)* **and ending _____** *(insert date three years from commencement date).*

- 3.4.1.3. Replace the current language used in paragraph 3.(b) (which is entitled PAYMENTS) of the Subordinate Note with:

3.4.1.3.1. On any date after _____ *[insert date 30 days after the date of execution of the Security Instrument/Note for homes requiring no repairs; 90 days after the date of execution of Security Instrument/Note for homes requiring minor repairs and 180 days after execution of Security Instrument/Note for homes requiring extensive repairs]* **and before _____** *[insert one year after previous date]* **the principal balance of the Note shall be 90% of the initial principal balance.**

3.4.1.3.2. On any date after _____ *[insert one year after first date in paragraph (i)]* **and before _____** *[insert two years after first date in paragraph (i)]* **the principal balance of the Note shall be 60% of the initial principal balance.**

3.4.1.3.3. On any date after _____ *[insert two years after first date in paragraph (i)]* **and before _____** *[insert three years after first date in paragraph (i)]* **the principal balance of the Note shall be 30% of the initial principal balance.**

3.4.1.3.4. On _____ *[insert three years after first date in paragraph (i)]* **the principal balance of the Note shall be zero.**

- 3.4.1.4. The following shall be placed on the Subordinate Note under paragraph 3(d):

I will send any amount that becomes due and payable under this Note to the Note Holder at:

**HUD Single Family National Servicing Center
ATTN: OND/TND Coordinator
301 NW 6th Street, Suite 200
Oklahoma City, OK 73102**

3.4.2. Asset Control Area (ACA). For properties covered under an ACA Agreement, during the acquisition period, the Contractor shall provide purchaser with a "Closing Notice," at least ten business days before the "closing date." The closing date shall be the day the listed properties are scheduled to be transferred to purchaser. The Contractor shall designate a specific day of the week for closing these sales.

3.4.2.1. The Closing Notice shall include:

3.4.2.1.1. The closing date;

3.4.2.1.2. List of the properties that are to be conveyed on that closing date;

3.4.2.1.3. For each property the

3.4.2.1.3.1. purchase price;

3.4.2.1.3.2. other costs due from purchaser on closing date, including the prorated taxes; and

3.4.2.1.3.3. an unsigned deed;

3.4.2.1.4. The HUD-1 (closing statement) for each property; and

3.4.2.1.5. The "Purchase Price Statement" described below:

3.4.2.2. The Purchase Price Statement referenced above shall include:

3.4.2.2.1. The property address;

3.4.2.2.2. The purchase price;

3.4.2.2.3. The prorated taxes due from purchaser (calculated as of the closing date);

3.4.2.2.4. Any other costs due from purchaser;

3.4.2.2.5. The due date for the payment in accordance with Section 8.6 (Payment of Purchase Price) of the ACA if the purchaser is not paying the purchase price at closing; and

3.4.2.2.6. An acknowledgment, to be signed by purchaser, that the transfer is governed by the agreement, that the ACA Agreement is incorporated into the statement and the financial terms are accurate.

3.4.2.3. The Contractor's unit fee includes the cost of document preparation of the deed, Purchase Price Statement, any security documents that name seller as the secured party, the HUD-1 closing statement, and any other document requested by HUD. Buyer will pay all other closing costs, including recording fees and other costs related to the purchaser's acquisition.

3.5. **Task 5. Post-closing Activities.** The Contractor shall perform all necessary post-closing

activities, including those below, to ensure HUD is able to accurately and timely reconcile the closing.

- 3.5.1. Verification of Closing. The same day that the closing takes place, electronically notify the M&M of the closing.
- 3.5.2. Wire of Proceeds. Not later than one banking day after the closing takes place, the Contractor shall wire the net sales proceeds to the U.S. Treasury via FEDWIRE using the information contained on the SAMS-1103, Request to Transfer Funds.
- 3.5.3. Deliver the Deed for Recordation. Not later than one business day after the closing has taken place, the Contractor shall deliver the deed for legal recordation in the correct county and provide written notification to the M&M, any and all taxing authorities, and the Homeowners Association (if applicable).
- 3.5.4. Delivery of the Closing Package. Deliver the completed closing package to the M&M not more than 3 business days after the closing is completed. Delivery to the M&M shall be by a method whereby the Contractor can verify the date the M&M received the package. The Contractor shall also provide a complete copy of closing packages completed the previous week to the GTR by the first business day of each week. A closing package shall include:
 - 3.5.4.1. The original HUD-1 and the Certification
 - 3.5.4.2. A copy of the wire transfer confirmation
 - 3.5.4.3. Evidence that the deed was sent for recordation
 - 3.5.4.4. A copy of all applicable invoices or receipts of disbursements and the Contractor's disbursement log.
 - 3.5.4.5. **GTR copy only** - A copy of the HUD-9548 (sales contract) and subsequent amendment or addenda that caused a change to the terms of the contract.
- 3.5.5. Errors. No later than two business days of written notification from the GTR, the Contractor shall correct any errors or adjustments to the settlement statement as requested by the M&M and approved by the GTR after the settlement. The same day the corrections are made, the Contractor shall provide a copy of any corrected documents to the M&M.
 - 3.5.5.1. Underwire of closing funds requires the Contractor wire the additional sale proceeds in the U.S. Treasury via FEDWIRE using the information contained on the SAMS 1103, Request to Transfer Funds.
 - 3.5.5.2. Overwire of closing funds requires the Contractor to coordinate with the GTR for reimbursement.
 - 3.5.5.3. Reimbursement of post-closing disbursement shall be submitted to the GTR for approval and authorization. All submissions to the GTR must be scanned and electronically delivered to the GTR, as follows:
 - 3.5.5.3.1. The request for reimbursement package shall include an invoice on the Contractor's letterhead describing why the payment after closing is required along with substantial documentation; and statement from the entity (e.g., taxing authority, utility company,

HOA);

- 3.5.5.3.2. Once approved, a copy of the final HUD-1; and a copy of contractor's check to the billing entity must be submitted with the SAMS-1106.

- 3.6. **Task 6. Reporting.** By noon Mountain time on the fifth business day of each month, the Contractor shall electronically provide to the GTR the following reports identified in 1 and 2 below. NOTE: Paragraph 3 below is an annual report.

- 3.6.1. Closing Status. The report shall provide the following information:

- 3.6.1.1. FHA Case Number
- 3.6.1.2. Earnest money received (yes or no)
- 3.6.1.3. Date case returned to M&M (if applicable)
- 3.6.1.4. Reason closing did not occur (if applicable)
- 3.6.1.5. Date of closing
- 3.6.1.6. Date of wire transfer of proceeds, and reason funds were not wired timely (if applicable)
- 3.6.1.7. Date deed delivered for recording
- 3.6.1.8. Date closing package delivered to the M&M
- 3.6.1.9. If the HUD-1 had to be corrected after closing occurred (yes or no)
- 3.6.1.10. If any disbursements had to be accomplished after closing occurred

- 3.6.2. M&M Activities. No later than the tenth calendar day of the month, the Contractor shall provide the GTR with a report summarizing the responsiveness, timeliness, and cooperation of the M&M contractor to facilitate timely closings. The summary shall address the M&M's actions regarding submission of the initial case assignments, responses to extension requests, pre-closing package approvals and deed submissions, and any comments/complaints received about the M&M. Information shall be substantiated with specific case numbers or instances.

- 3.6.3. Annual Reconciliation. No later than the 40th business day of the annual contract expiration date the Contractor shall provide the GTR and Contracting Officer with a copy of the financial report of the outstanding balance of the HUD escrow account.

- 3.7. **Task 7: Special Services.** Occasionally the GTR will require special services of the Contractor that do not involve closings assigned by the M&M. The unit price for each special service shall be inclusive of all costs specific to that service.

- 3.7.1. Recordation of documents. The Contractor shall draft and/or send for recording documents (such as reconveyance deeds, corrected deeds) as required by the GTR. The documents shall be filed for record no later than one business day of either assignment or receipt of the document, whichever shall occur later. Evidence that the document was sent for recordation shall be returned to the GTR along with the Contractor's invoice for payment.

- 3.7.2. Title Services. The Contractor shall perform routine title searches and provide written evidence of the search at the request of, and within the time frame approved by the GTR. Routine title searches may be requested on a property that may or may not be the property of HUD.

C.4. PERFORMANCE REQUIREMENTS SUMMARY (PRS)

- 4.1. **PRS Chart.** The PRS chart below lists the contract's primary service requirements, their associated performance standards, the acceptable quality levels (AQL), and the methods of

government surveillance. While there are several contract requirements not listed in the chart below, failure to list a requirement in the PRS does not negate the Contractor's obligation to perform all contract requirements. Additionally, HUD reserves all rights and remedies under the provisions and clauses of the contract when performance of any contract requirement, whether or not listed below, is unacceptable.

- 4.2. **Quality Assurance.** HUD will develop a quality assurance plan to be used to provide contract oversight. The plan will include various methods of assessing performance, including 100% review of some documents and partial sampling of others. HUD also performs on-site or desk reviews based upon the risk category assigned to the Contractor. Contractors who are assigned a Low risk rating will have on-site or desk reviews performed every six months, Contractors rated as High risk will have reviews monthly, and Medium risk Contractors will be reviewed quarterly. However, HUD reserves the right to perform a review at any time, regardless of risk assessment. When the Method of Surveillance requires sampling, the period and quantity covered will be since the last on-site or desk review. Where partial sampling is indicated, the results of the sampling are to be considered representative of the Contractor's performance on the entire workload during the period in review. If on-site or desk reviews are conducted to confirm the accuracy of reports used to calculate incentives/disincentives and indicate the reports were inaccurate, assessments may be revised and incentives/disincentives retroactively applied.

PERFORMANCE REQUIREMENTS SUMMARY				
PRS #	SERVICE REQUIREMENT	PERFORMANCE STANDARD	ACCEPTABLE QUALITY LEVEL	METHOD OF SURVEILLANCE
#1.	Task 1, C.3, 3.1.5. Customer Service.	Customer Satisfaction	95% Satisfaction	GTR will review 100% of surveys received for closings occurring in each calendar quarter.
#2	Task 2, C.3, 3.2.7. Prepare an accurate HUD-1.	HUD-1 is to be error-free	100%	If less than 50 closings occurred during the period in review, GTR will review 78% of cases closed. If 50 to 100 cases closed during the period reviewed, GTR will sample 40% of cases closed. If 101 to 200 cases closed during the period reviewed, GTR will sample 20% of cases closed. If 200 - 500 cases closed during the period in review, GTR will sample 10% of the cases closed. If more than 500 cases closed during the period in review, the GTR will sample 8%. However, in any circumstance, a minimum of 30 cases will be reviewed.
#3	Task 3, C.3, 3.5.5.3. Disbursements after closing..	All allowable expenses are to be disbursed at time of closing, except for states prohibiting table funding.	100%	GTR will review 100% of SAMS-1106, requests for reimbursement packages.
#4	Task 5, C.3, 3.5.2. Wire proceeds to U.S. Treasury	Proceeds are to be wired no later than one banking day after closing.	100%	GTR will review 100% of reports and sample 10% of closings completed during the period covered by the on-site review to verify accuracy of reports.
#5	Task 2, C.3,3.2.4.2. and Task 4, C.3, 3.4.1. Accurate preparation of legal documents	Documents that require recordation prepared accurately and in accordance with HUD guidelines	95%	If less than 50 closings occurred during the period in review, GTR will review 78% of cases closed. If 50 to 100 cases closed during the period reviewed, GTR will sample 40% of cases closed. If 101 to 200 cases closed during the period reviewed, GTR will sample 20% of cases closed. If 200-500 cases closed during the period in review, GTR will sample 10% of the cases closed. If more than 500 cases closed during the period in review, GTR will sample 8% of the cases closed. However, in any circumstance, a minimum of 30 cases will be reviewed.
#6	Task 5, C.3, 3.5.4. Deliver closing package	Closing package is due to M&M no more than three business days after closing.	90%	GTR will review 100% of reports and sample 10% of closings completed during the period covered by the on-site review to verify accuracy of reports.

C.5 INCENTIVES AND DISINCENTIVES

5.1. Calculations. The information below provides the incentives for exceeding and disincentives for failing to meet established performance standards. For purposes of calculating percentages and dollars, all numbers will be rounded to the nearest whole number.

PRS #1: Customer Service. Acceptable Quality Level: 95%

Incentives – Of all the surveys for closings performed during the calendar quarter received by the GTR no later than 15 calendar days after the quarter in review, if the Contractor achieves a 97% customer satisfaction rating, a 5% of the unit price incentive would be earned for all cases closed during the calendar quarter assessed. A Satisfactory rating would be an overall 17 points for questions 8 through 13 on the survey. Every **Excellent** will be assigned 5 points, **Good** will receive 4 points, **Fair** will receive 3 points, and 2 points for **Poor**.

Disincentives – Of all the surveys for closings performed during the calendar quarter received by the GTR no later than 15 calendar days after the quarter in review, if the Contractor fails to achieve at least 90% customer satisfaction rating, a disincentive of 1% will be assessed to all cases closed during the calendar quarter assessed.

Example: The Contractor closed on 180 properties from Jan 1 – Mar 31 at a price of \$400/closing. Of the 180 closed, only 152 surveys were received by Apr 15th and, of those 152, 144 (95%) received a Satisfactory customer satisfaction rating; the Contractor would be due a 5% incentive (\$20) for each of the 180 cases closed (\$3600). If, of the 152 received, the Contractor only received 134 customer satisfaction ratings (89%), then the Contractor would be assessed a disincentive of 1% on each case closed (\$720) during that time.

NOTE: The 5% incentive and 1% disincentive is contingent upon receiving at least 50% of the surveys of closings completed in the calendar quarter by the cutoff date. If less than 50%, but at least 25%, of the surveys are returned, the incentive will be reduced to 3%, and the disincentive will remain the same. No incentive/disincentive will be provided/assessed if less than 25% of surveys are returned. However, the results of all surveys received may still be used in an overall assessment of the Contractor's performance.

PRS #2: Prepare an accurate HUD-1. Acceptable Quality Level: 100%

Incentive – None

Disincentive – If any case requires correction of the HUD-1 after closing, a disincentive of 10% of the unit price will be assessed.

Example: The Contractor closed on 70 properties in one month at a price of \$400/closing. Of the 70 HUD-1's prepared, 4 have had incorrect HUD-1s prepared and require correction after closing, then the Contractor would be assessed a disincentive of 10% (\$40) on each of the 4 cases which had an error (\$160).

PRS #3: Disbursements after closing. Acceptable Quality Level: 100%

Incentive – None

Disincentive – If any case requires disbursements be made after closing, a disincentive of 10% of the unit price will be assessed. Disincentives will not apply to those disbursements determined to have been beyond the contractor's ability to identify.

Examples: The Contractor received a second tax statement from the local taxing authority that included a weed lien that was not identified on the original tax statement the authority sent to the Contractor prior to closing. The Contractor prepares the SAMS-1106 request for reimbursement and the GTR approves the reimbursement. No disincentive would be charged, as this was beyond the Contractor's ability to identify.

The Contractor performed the closing at a unit fee of \$400, and had received an HOA bill prior to closing, yet failed to include the amount of the HUD-1. The disbursement would then have to be made after closing and reimbursement would need to be requested from the GTR. The Contractor would be charged a disincentive of 10% of the unit fee (\$40).

PRS #4: Deposit proceeds in U.S. Treasury. Acceptable Quality Level: 100%

Incentive – None

Disincentive – If any wire transfer is accomplished more than one business day after closing, a disincentive of 5% of the unit price will be assessed for every day the wire transfer is late.

Example: The Contractor closed on 70 properties in one month at a price of \$400/closing. Of the 70 wire transfers accomplished, 4 were one day late, 3 were 2 days late and 1 was 3 days late. The Contractor would be assessed a disincentive of 5% (\$20) for each day that each case was late; this would equate to \$80 for the 4 cases that were one day late, \$120 for the 3 cases that were 2 days late, and \$60 for the case that was 3 days late.

PRS #5: Accurate preparation of documents requiring recordation. Acceptable Quality Level: 95%

Incentive – None
Disincentive – If any document that requires recordation (hereinafter referred to as “documents”) is prepared incorrectly and require correction after closing, a disincentive of 5% of the unit price will be assessed.
Examples: The Contractor closed on 40 properties during the review period at a price of \$400/closing, for a total cost of \$16,000. Of the 40 closings completed, 5 (13%) required corrections of documents after closing, then the Contractor would be assessed a disincentive of 5% (\$20) on each of the 5 cases that had an error (\$100).
If 75 properties were closed during the review period at \$400/case for a total cost of \$30,000, then a 50% sample (38 cases) would be reviewed. If, after closing, 4 of those cases are found to have documents prepared incorrectly, it is an evaluated performance level of only 89%, which would then be applied to the entire lot of 75. This would indicate that 67 of the 75 were prepared properly and 8 were not. The disincentive of 5% of the unit price (\$20) would be assessed to all 8 of the presumed defectively serviced cases, or \$160.
If 150 properties were closed during the review period at \$400/case for a total cost of \$60,000, then a 25% sample (38 cases) would be reviewed. If 7 of those cases are found to have required correction to the documents after closing, it is an evaluated performance level of only 81%, which would then be applied to the entire lot of 150. This would indicate that 122 of the 150 were prepared properly and that 28 were not. The disincentive of 5% of the unit price (\$20) would be assessed to all 28 of the presumed defectively serviced cases, or \$560.
If 225 properties were closed during the review period at \$400/case for a total cost of \$90,000, a 10% sample would result in 22 cases being reviewed. However, the minimum is 30 cases, so 30 cases would be reviewed. If 5 of those cases are found to have required corrections to documents after closing, it is an evaluated performance level of only 83%, which would then be applied to the entire lot of 225. This would indicate that 187 of the 225 were performed properly and that 38 were not. The disincentive of 5% of the unit price (\$20) would be assessed to all 38 of the presumed defectively serviced cases, or \$760.

PRS #6: Timely Delivery of closing package. Acceptable Quality Level: 90%

Incentive: If the closing package is received by the M&M in less than the required 3 day timeframe, the contractor will be due an incentive payment of \$10 for each package delivered early.
Disincentive – If 95% of the closing packages are not received by the M&M within 3 days of closing, then 5% of the unit price of that case will be assessed a disincentive. If the on time percentage falls below 80%, then the disincentive increases to 10% of the unit price.
Example of Incentive: The contractor closed on 70 properties in one month and had verified delivery of 10 packages to the M&M in less than 3 days after closing; an incentive of \$1,000 would be assessed.
Example of Disincentive: The contractor closed on 70 properties in one month at a price of \$400/closing. Of the 70 cases closed, 9 had packages that were received by the M&M more than three days after closing. The contractor would be assessed a disincentive of 5% of the unit price (\$20) of those 9 late packages (\$180). If 57 of the closing packages of the 70 closings are delivered more than 3 days to the M&M, this would reflect more than 80% of the cases and a disincentive of 10% of those late packages (\$570) would be assessed.

5.2. PAYMENTS. The GTR will provide the Contracting Officer with the monthly Contractor assessment report. The Contracting Officer will then notify the Contractor in writing of the incentives earned or disincentives assessed for the month. Given the timing of the performance assessment process, the earnings/assessments may not occur in the month following performance. No more than 20 days after receipt of the notice from the Contracting Officer, the Contractor shall submit to the Contracting Officer an invoice for the incentives earned or payment for disincentives assessed. If the on-site review finds the Contractor’s monthly reports were inaccurate, the Contracting Officer may revise the monthly assessments.

5.3. PHASE-IN FORBEARANCE. To allow for a “learning curve,” there will be a forbearance period for at

least the first three months, but less than four months (depending on the contract award date), of contract performance in which no incentives or disincentives will be calculated, except for PRS #4, Depositing Proceeds in the U.S. Treasury. PRS #4 will be evaluated from the start date of the contract. Performance evaluation of the remaining PRS items will commence with the first calendar day of the month following the three-month+ forbearance period (e.g. if the contract is awarded or effective after the first day of February, the forbearance period would be from date of award through the end of April and evaluation would start

1 May). However, PRS #1 will only be evaluated on a calendar quarter basis, e.g. Jan-Mar, Apr-Jun...) Although incentives and disincentives are not being calculated for most PRS items during the forbearance, this does not relieve the Contractor from performing to the standards established.

C.6 APPLICABLE DOCUMENTS

- 6.1. All applicable HUD publications and forms listed below can be obtained by calling 1-800-767-7468. Forms may be downloaded from HUDCLIPS at: <http://www.hudclips.org/cgi/index.cgi> or may be ordered by using the HUD Direct Distribution System at <https://www.hud.gov/dds/index.cfm>.

HUD-1, Settlement Statement, and Addendum
HUD-9548, Sales Contract
SAMS-1103, Wire Transfer Transmittal w/completion instructions
SAMS-1106, Invoice Transmittal w/completion instructions
SAMS-1111, Payee Name and Address

- 6.2. Deeds, and documents for the OND/TND program will be provided by the GTR upon contract award. The Release of Federal Tax Lien must be obtained from the Internal Revenue Service.

C.7 DEFINITIONS/ACRONYMS

For purposes of this contract, the following definitions/acronyms shall apply:

“ACCEPTABLE QUALITY LEVEL (AQL)” - The level of performance required of the Contractor in order to be considered acceptable. Performance falling below the AQL will result in disincentives being assessed to the Contractor. In some cases, performance exceeding the AQL may result in an incentive.

“AFFILIATE” - Any firm or individual in which the Contractor, any principal officers, managers or staff, or immediate family members have any identity of interest. This would include, but is not limited to, interests through investment, common ownership joint venture, subcontracting relationship, or familial relationship.

“ASSET CONTROL AREA (ACA)” – An agreement between HUD and a local county or state government or approved nonprofit organization to purchase HUD-owned Properties and future HUD acquisitions in an established area.

“ASSIGNED CLOSING” – A sales transaction for which the Contractor has received an executed copy of the Sales Contract (HUD-9548) from the M&M.

“CLOSING” or “SALES CLOSING” – The meeting at which the real estate transaction covered by the HUD-9548 executed by HUD and a purchaser is consummated, including (1) execution or delivery (or both) of all necessary documentation (in proper form), (2) funding of the purchase price and (3) disbursement of all proceeds in accordance with the HUD-1 settlement statement.

“CONTRACTING OFFICER” - A person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.

“DAY” – Unless otherwise specified in the contract, a calendar day.

“FHA” - The Federal Housing Administration.

“GTM” - The Government Technical Monitor.

“GTR” - The Government Technical Representative.

“HUD” - The U.S. Department of Housing and Urban Development. The terms “Department of Housing and Urban Development”, “Department”, “HUD”, “Seller” and “Government” shall be synonymous and may be used interchangeably in this contract.

“IDENTITY OF INTEREST” – An individual, corporation, partnership, joint venture, limited liability company, or other entity directly or indirectly controlling or controlled by or under the direct or indirect common control with the Contractor. This includes one in which the owners, managers, principal officers, or staff have any familial relationship with the owners, managers, principal officers, or staff of the Contractor.

“KEY PERSONNEL” - For this contract are defined as the on-site contract manager, and alternate contract manager, responsible to oversee document preparation, and closings. Additionally, the person responsible for the contract and anyone who may make decisions on his/her behalf (i.e. President, Legal Assistant, etc.) will be considered as key personnel.

“MANAGEMENT AND MARKETING CONTRACTOR (M&M)” - The M&M is under contract to HUD to handle all day-to-day activities regarding the HUD inventory and will normally be the entity designated to act on behalf of HUD with regard to sales closings and assignments of sales contracts to the closing agent.

“METHOD OF SURVEILLANCE” - The primary inspection methods the Government will use to evaluate

the Contractor's performance in meeting the performance requirements.

"OFFICE" - A place of business, located within the boundaries of the geographical area covered in the contract, which is fully staffed and equipped to perform all the requirements of the contract.

"PERFORMANCE STANDARD" - The performance requirement for each listed service to which the Contractor is required to perform.

"SCHEDULED CLOSING" - A closing is considered to be a scheduled closing when an approved pre-closing package has been received from the M&M.

"SERVICE REQUIREMENT" - The primary performance requirements specified in the PWS. Only those requirements deemed to be most important are listed with an established standard.

"SUBCONTRACTOR" - A supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor in the performance of the prime contract.

"TABLE FUNDED" - All funds in the transaction are received and disbursed at time of closing. Unless the transaction is conducted in New Mexico or because table funding is prohibited by state statute and approval has been given by the GTR.

"THIRD PARTY CLOSING" - Any instance where a purchaser/funding lender uses a closing agent other than HUD's contracted closing agent. This does not include subcontractors of the Contractor.

"TITLE SEARCH" - A written report which indicates the status of a tract of real property. This report must be produced by a reputable individual, attorney or a firm specializing and trained in searching public records.

SECTION D – PACKAGING AND MARKING

D.1 PAYMENT OF POSTAGE AND SHIPPING COSTS

All postage and shipping costs related to the submission of the information (including reports and forms) required by this contract shall be paid for by the contractor. The unit price per closing specified in Section B is inclusive of all postage, shipping and delivery charges.

D.2 MARKING

All information submitted to the Contracting Officer or GTR and M&M shall clearly indicate the contract number for which the information is being submitted.

SECTION E – INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR “52.252-2 CLAUSES INCORPORATED BY REFERENCE” found in Section I of this contract. The full text of a clause may be accessed electronically at this/these addresses:

Federal Acquisition Regulations (FAR) Clauses and Provisions: <http://www.arnet.gov/far/>

HUD Acquisition Regulations (HUDAR) Clauses and Provisions: <http://www.hud.gov/offices/hudar.cfm>

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
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52.246-4	INSPECTION OF SERVICES—FIXED-PRICE	AUG 1996
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E.2 HUDAR 2452.246-70 INSPECTION AND ACCEPTANCE (APR 1984)

Inspection and acceptance of all work required under this contract shall be performed by the Government Technical Representative (GTR) identified in Section G, paragraph G.2(a), or other individual as designated by the Contracting Officer or GTR.

SECTION F – DELIVERIES OR PERFORMANCE

F.1. NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR “52.252-2 CLAUSES INCORPORATED BY REFERENCE” found in Section I of this contract. The full text of a clause may be accessed electronically at the addresses in SECTION E, PARAGRAPH E.1.

52.242-15	STOP-WORK ORDER	AUG 1989
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984

F.2. CONTRACT PERIOD

Contract performance shall commence on the first day of the month following contract award and shall continue for a base period of one year, and may be extended for three one-year option periods.

F.3. ASSIGNMENTS/ORDERING

The contractor shall be responsible for performing all services assigned. HUD’s M&M contractor(s), on behalf of the GTR, will assign property closings to the contractor. Services other than closings will be assigned directly by the GTR or GTM. In the event that more than one contractor is performing in a geographic area, whether a second contract is awarded at the time of initial award of this contract or subsequently, assignments to the contractors will be made on an equal basis, regardless of unit price, unless it is apparent any contractor is unable to meet any specific contract performance requirements such as timeliness, quality, etc. In such a case, the GTR may authorize the M&M contractor to make assignments unequally (up to a 30/70 ratio instead of a 50/50 ratio for two contracts) for up to 30 days. The Contracting Officer may approve continuation of unequal assignments for up to 30 more days if the issues requiring unequal assignments persist. Additional remedies may be invoked if the problems continue beyond 60 days, ranging from permanently reducing assignments to the contractor and obtaining services of another contractor to initiating termination procedures.

Since this is an indefinite quantity fixed unit rate contract:

- (a) HUD is not required to assign more properties beyond the minimum requirements stated in the contract;
- (b) The GTR may selectively assign properties in this geographic area to other contractors when determined to be in the best interests of the Government;
- (c) The Contracting Officer may redefine the geographic areas of this contract by formal modification; and
- (d) The Contracting Officer may overlap or otherwise combine the geographic service area of this contract with those of other contracts or obtain the services of additional contractors within this geographic area when in the best interests of the Government.

F.4. AUTHORIZED FEDERAL HOLIDAYS

The U.S. Department of Housing and Urban Development observes the following days as holidays:

New Year’s Day	Labor Day
Martin Luther King’s Birthday	Columbus Day
Presidents Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

and any other day designated by Federal law, Executive order, or Presidential Proclamation.

F.5. PLACE OF PERFORMANCE

* _____
Street Address

City, State Zip

Telephone

Facsimile

*Contractor to complete

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 HUDAR 2452.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (OCT 1999)

- (a) **General.** The Government shall pay the contractor as full compensation for all work required, performed and accepted or assessed under this contract, inclusive of all costs and expenses, the fixed unit price stated in Section B, Paragraph B.4 Price Schedule, of this contract.
- (b) Not applicable.
- (c) **Submission of Invoices.** The contractor shall submit all invoices to the GTR for approval. Invoices for over-wired funds shall be submitted immediately after closing to facilitate reconciliation. The contractor shall prepare, sign and submit a completed Invoice on Letterhead and a Form SAMS-1106. To assist the Government in making timely payments, the contractor is requested to clearly indicate on the mailing envelope that an invoice is enclosed. When the Contractor has been approved for EFT payments, invoice packages shall be scanned and sent to the GTR electronically. Reimbursements of post-closing disbursement shall be submitted to the GTR for pre-approval and authorization. The request package shall include 1) invoice on contractor's letterhead describing why the payment after closing is required along with substantiating documentation; 2) statement from entity (ie., taxing authority, utility company, HOA); 3) copy of the final HUD-1; and 4) copy of contractor's check to billing entity.
- (d) **Contractor Remittance Information.** The contractor shall provide the payment office with all information required by FAR clause 52.232-33, "Mandatory Information for Electronic Funds Transfer Payment," 52.232.34, "Optional Information for Electronic Funds Transfer Payment," or other supplemental information (contracts for commercial services) as applicable.

G.2 HUDAR 2452.237-73 CONDUCT OF WORK AND TECHNICAL GUIDANCE (OCT 1999)

- (a) The Government Technical Representative (GTR) for liaison with the contractor as to the conduct of work is **Mr. Larry Taylor**, or a successor designated by the Contracting Officer. The Contracting Officer will notify the contractor in writing of any change to the current GTR's status or the designation of a successor GTR.
- (b) The GTR will provide guidance to the contractor on the technical performance of the contract. Such guidance shall not be of a nature which:
 - (1) Causes the contractor to perform work outside the scope of the contract;
 - (2) Constitutes a change as defined in FAR 52.243-1;
 - (3) Causes an increase or decrease in the cost of the contract;
 - (4) Alters the period of performance or delivery dates; or
 - (5) Changes any of the other express terms or conditions of the contract.
- (c) The GTR will issue technical guidance in writing or, if issued orally, he/she will confirm such direction in writing within five calendar days after oral issuance. The GTR may issue such guidance via telephone facsimile or electronic mail.

G.3 GOVERNMENT TECHNICAL MONITOR (GTM)

The GTMs are considered subject matter experts for HUD, responsible for serving as technical advisors to the GTR and perform any of the GTR duties and responsibilities delegated to him/her. The GTMs are constrained by the same limitations identified in Paragraph G.2 of this contract.

G.4 AUTHORIZED INDIVIDUALS

The following individuals are the only persons authorized to accept orders on behalf of the contractor:

NAME

TITLE

*

*Contractor to complete

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 HUDAR 2452.239-71 INFORMATION TECHNOLOGY VIRUS SECURITY (FEB 2000)

- (a) The contractor hereby agrees to make every reasonable effort to deliver information technology products to HUD free of known computer viruses. The contractor shall be responsible for examining all such products prior to their delivery to HUD using software tools and processes capable of detecting all known viruses.
- (b) The contractor shall include the following statement on deliveries of hardware, software, and data products, including diskettes, made under this contract: [product description, part/catalog number, other identifier, and serial number, if any]

“This product has been scanned for known viruses using [name of virus-screening product, including version number, if any] and is certified to be free of known viruses at the time of delivery.”
- (c) The Contracting Officer may assess monetary damages against the contractor sufficient to compensate HUD for actual or estimated costs resulting from computer virus damage or malicious destruction of computer information arising from the contractor’s failure to take adequate precautions to preclude delivery of virus-containing products in the delivery of hardware, software, or data on diskettes under this contract.
- (d) This clause shall not subrogate the rights of the Government under any clause of this contract.

H.2 HUDAR 2452.219-71 SUBMISSION OF SUBCONTRACTING REPORTS (OCT 1999) *(Applicable only to large businesses with contracts expected to exceed \$500,000 (including option periods))*

The contractor shall submit the Standard Form (SF) 294, Subcontracting Report for Individual Contracts and SF 295, Summary Subcontract Report, in accordance with the instructions on the forms, except that, one copy of each form and any attachments shall be submitted to: Director, Office of Small and Disadvantaged Business Utilization, U.S. Department of HUD, 451 Seventh Street, SW, Room 3130 (SS), Washington, DC 20410-1000.

H.3 AS 1302 POSTAWARD CONFERENCE (NOV 2003)

The contractor shall be required to attend a post-award conference. The conference will be conducted at the HUD offices, located at 1670 Broadway, Denver, CO 80202. The Contracting Officer or designee will provide the contractor with the date, time and contact information for the conference.

H.4 PROHIBITIONS

- (a) Title Services. To avoid any potential for, or appearance of, a conflict of interest, the contractor shall ensure purchasers are aware of opportunities to purchase title insurance from multiple firms providing the service (if available in the local area) and that service of the closing will not be impaired by selecting any of the providers noted.
- (b) Purchases. To ensure there is no potential for, or appearance of, a conflict of interest, the contractor, employees, and any affiliate, is expressly prohibited from purchasing HUD-owned properties or being a selling broker on such properties while performing under this contract.
- (c) Mark ups. The contractor shall not “mark up” any fees charged to the buyers or HUD from a third party. Only actual and authorized costs of fees may be charged to buyers or HUD.

H.5 REAL ESTATE SETTLEMENT PROCEDURES ACT (RESPA)

In providing any closing services in connection with this contract, the contractor shall not violate the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. § 2601 et seq.

PART II - CONTRACT CLAUSES

SECTION I – CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR “52.252-2 CLAUSES INCORPORATED BY REFERENCE” found in Section I of this contract. The full text of a clause may be accessed electronically at the addresses in SECTION E, PARAGRAPH E.1.

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	JAN 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	OCT 2003
52.209-6	Protecting the Government’s Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-2	Audit and Records—Negotiation	JUN 1999
52.215-8	Order of Precedence—Uniform Contract Format	OCT 1997
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9	Small Business Subcontracting Plan, Alternate II (Oct 2001)	JAN 2002
52.219-14	Limitations on Subcontracting	DEC 1996
52.219-25	Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting	OCT 1999
52.222-1	Notice to the Government of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action for Workers With Disabilities	JUN 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	DEC 2003
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	AUG 1996
52.229-3	Federal, State, and Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts for Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-23	Assignment of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer—Central Contractor Registration	OCT 2003
52.233-1	Disputes, Alternate I (DEC 1991)	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.242-13	Bankruptcy	JUL 1995

52.243-1	Changes—Fixed Price, Alternate I (APR 1984)	AUG 1987
52.246-25	Limitation of Liability—Services	FEB 1997
52.248-1	Value Engineering	FEB 2000
52.249-4	Termination for Convenience of the Government (Services) (Short Form)	APR 1984
52.249-8	Default (Fixed-Price Supply and Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991

I.2 FAR 52.215-21 REQUIREMENT FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA—MODIFICATIONS (OCT 1997) ALTERNATE IV (OCT 1997)

- a. Submission of cost or pricing data is not required.
- b. Provide information described below:

None required when price analysis clearly demonstrates that the proposed price is reasonable in comparison with current or recent prices for the same or similar items, adjusted to reflect changes in market conditions, economic conditions, quantities, or terms and conditions under contracts that resulted from adequate price competition.

I.3 FAR 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from commencement of contractor performance (see Section F, Paragraph F.2) through contract expiration.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.4 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of one, the Government is obligated to purchase, and the contractor is obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The contractor is not obligated to honor
 - (1) Any order for a single item in excess of 333 per month;
 - (2) Any order for a combination of items in excess of 333 per month; or
 - (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) above of this section. If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)); the Government is not required to order a part of any one requirement from the contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) above, the contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within three (3) business days after issuance, with written notice stating the contractor’s intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or

services from another source.

I.5 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the contractor within the time specified in the order. The contract shall govern the contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; *provided*, that the contractor shall not be required to make any deliveries under this contract after the 60th calendar day following contract expiration.

I.6 FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six months. The Contracting Officer may exercise the option by written notice to the contractor at least ten days before contract expiration.

I.7 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor at least 30 days before contract expiration provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 48 months.

I.8 FAR 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999) *(Applicable only if contract award results from an unrestricted procurement.)*

- (a) *Definition.* “HUBZone small business concern.” As used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.
- (b) *Evaluation preference.*
 - (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers. Except –
 - (i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

- (ii) Otherwise successful offers from small business concerns;
 - (iii) Otherwise successful offers of eligible products under the Trade Agreement Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and
 - (iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.
 - (2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.
 - (3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.
- (c) *Waiver of evaluation preference.* A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.
- ☐ **Offeror elects to waive the evaluation preference.**
- (1) *Agreement.* A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for-
 - (2) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;
 - (3) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;
 - (4) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or
 - (5) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.
- (e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.
- (f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

I.9 FAR 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (JUNE 2003) (Applicable only if award is made as a result of an unrestricted procurement.)

(a) *Definitions.* As used in this clause-

“Small disadvantaged business concern” means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either-

- (1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B; and
 - (i) No material change in disadvantaged ownership and control has occurred since its certification;
 - (ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104©(2); and
 - (iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).
- (2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified a small disadvantaged business concern in accordance with 13 CFR part 124, subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or
- (3) Is a joint venture as defined in 13 CFR 124.1002(f).

“Historically black college or university” means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DOD), the National Aeronautic and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

“Minority institution” means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) *Evaluation adjustment.* (1) The Contracting Officer will evaluate offers by adding a factor of 10 percent to the price of all offers, except --

- (i) Offers from small disadvantaged business concerns that have not waived the adjustment;
- (ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));
- (iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;
- (iv) For DOD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and

- (v) For DOD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).
- (2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.
- (c) *Waiver of evaluation adjustment.* A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.
☐ **Offeror elects to waive the adjustment.**
- (d) Agreements. (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for-
 - (i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;
 - (ii) Supplies (other than procurement from a non-manufacturer of such supplies), at least 50 percent of the cost manufacturing, excluding the cost of materials, will be performed by the concern;
 - (iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or
 - (iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.
- (2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

I.10 FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (APRIL 2003)

- (a) *Definition.* As used in this clause—

”Commercial item,” has the meaning contained in the clause at 52.202-1, Definitions.

”Subcontract,” includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.
- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
- (c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:
 - (i) 52.219-8, Utilization of Small Business Concerns (OCT 2000)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for

construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

- (ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246).
 - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001)(38 U.S.C. 4212(a)).
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUNE 1998)(29 U.S.C. 793).
 - (v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (APRIL 2003)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631 (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).
- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.11 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

The contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at the address(es) in Section E.1.

I.12 HUDAR 2452.203-70 PROHIBITION AGAINST THE USE OF FEDERAL EMPLOYEES (DEC 1992)

In accordance with Federal Acquisition Regulation 3.601, contracts are not to be awarded to Federal employees or a business concern or other organization owned or substantially owned or controlled by one or more Federal employees. For the purposes of this contract, this prohibition against the use of Federal employees includes any work performed by the contractor or any of its employees, subcontractors, or consultants.

I.13 HUDAR 2452.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST (APR 1984)

- (a) The contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a Government contract and a contractor's organizational, financial, contractual or other interests are such that:

- (1) Award of the contract may result in an unfair competitive advantage; or
- (2) The contractor's objectivity in performing the contract work may be impaired.

- (b) The contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the contractor has taken or intends to take to eliminate or neutralize the conflict.

The Government may, however, terminate the contract for the convenience of the Government if it would be in the best interest of the Government.

- (c) In the event the contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the Government may terminate the contract for default.
- (d) The provisions of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime contractor. The contractor shall include

in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

I.14 HUDAR 2452.222-70 ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH DISABILITIES (JUL 1988)

The contractor shall assure that any meeting, conference, or seminar held pursuant to the contract will meet all applicable standards for accessibility to persons with disabilities pursuant to section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and any implementing regulations of the Department.

I.15 HUDAR 2452.237-70 KEY PERSONNEL (APR 1984)

The personnel specified below are considered to be essential to the work being performed under this contract. Prior to diverting any of the specified individuals to other projects, the contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the contractor without the written consent of the Contracting Officer: Provided, that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause. This clause may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

INDIVIDUAL	TITLE/PHONE/FAX/EMAIL
*	

NOTE: See Section C, C.7, Definitions/Acronyms, for key personnel.

*Contractor to complete

I.16 AS 1301 INCORPORATION OF SUBCONTRACTING PLAN (FEB 2002) *(Applicable only to large businesses.)*

(When applicable, the date of the plan will be inserted into the contract at contract award or unilaterally after contract award.)

The Contractor's approved subcontracting plan, dated _____ [insert date] is a material part of this contract and is hereby incorporated by reference.

PART III - CONTRACT CLAUSES

SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 Customer Service Survey

U. S. Department of Housing and Urban Development



Homeownership Center

Real Estate Owned Division

E-Mail: REO_QUESTIONS@HUD.GOV

Region VIII, Denver

1670 Broadway, 21st Floor
Denver, Colorado 80202-4801

Phone: 1-800-543-9378

Fax: 303-672-5079

Web: www.hud.gov

Customer Service Survey

Dear:

Thank you for choosing to purchase a U. S. Department of Housing and Urban Development property. We hope your experience with us was a pleasant one. We are committed to providing you, our customer, with excellent service – that's why we'd like to hear about your experience in purchasing a HUD Home. Please take a moment to complete and return to the address above. Since we will use your input to help evaluate the performance of our contractors, it would be very helpful if you would send your reply no more than 10 days after receipt. Thank you for providing us the opportunity to serve you.

Please use black pen or dark pencil and fill in boxes completely.

- | | |
|--|---|
| <p>1. Are you:</p> <p><input type="checkbox"/> First Time Homebuyer</p> <p><input type="checkbox"/> Experienced Buyer</p> <p><input type="checkbox"/> Investor</p> <p>2. How did you find out about HUD Homes?</p> <p><input type="checkbox"/> Previous HUD Home purchaser</p> <p><input type="checkbox"/> HUD or M&M Website</p> <p><input type="checkbox"/> Advertisement</p> <p><input type="checkbox"/> Other _____</p> <p>3. How would you rate the assistance provided by your real estate agent/broker?</p> <p><input type="checkbox"/> Excellent <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor <input type="checkbox"/> NA</p> <p>4. Did your real estate agent/broker explain:</p> <p><input type="checkbox"/> The bid process</p> <p><input type="checkbox"/> The sales contract and addendums</p> <p><input type="checkbox"/> The conditions & terms of the contract</p> <p><input type="checkbox"/> Earnest money requirements</p> <p><input type="checkbox"/> Extension request requirements</p> <p><input type="checkbox"/> Repair escrow</p> <p><input type="checkbox"/> Home inspection</p> <p><input type="checkbox"/> Financing</p> <p>5. How many times did you visit the property prior to closing?</p> <p><input type="checkbox"/> Once <input type="checkbox"/> 2-3 <input type="checkbox"/> 3-4 <input type="checkbox"/> 4-5 <input type="checkbox"/> 6 or more times</p> <p>6. Did your real estate agent/broker accompany you at each visit?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If NO, please provide comments in item 20.</p> <p>7. Was the property in satisfactory condition at each visit?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If NO, please provide comments in item 20.</p> <p>8. Please rate the ability of the closing agent's staff to listen to your concerns and answer your questions.</p> | <p><input type="checkbox"/> Excellent <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor <input type="checkbox"/> NA</p> <p>9. Please rate the courteousness provided to you at the closing.</p> <p><input type="checkbox"/> Excellent <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor <input type="checkbox"/> NA</p> <p>10. Were you properly notified of the closing date?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If NO, please provide comments in item 20.</p> <p>11. Please rate the simplicity and convenience of your closing process.</p> <p><input type="checkbox"/> Excellent <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor <input type="checkbox"/> NA</p> <p>12. Please rate the overall quality of service you received from the closing agent.</p> <p><input type="checkbox"/> Excellent <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor <input type="checkbox"/> NA</p> <p>13. How would you rate the facility in which the closing was conducted?</p> <p><input type="checkbox"/> Excellent <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor <input type="checkbox"/> NA</p> <p>14. Was the property in the same condition at the time of closing as it was when you submitted your bid?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>15. If the answer to question 14 is NO, do you feel you were adequately compensated for the damage incurred?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If NO, please provide comments in item 20.</p> <p>16. Did you have to contact the M&M directly?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, please provide comments in item 20.</p> <p>17. If you answered YES to # 16, was the issue resolved?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>18. Did you have to contact the Homeownership Center?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>19. All things considered, how would you rate your overall experience in purchasing a HUD Home?</p> |
|--|---|

☐ Excellent ☐ Good ☐ Fair ☐ Poor ☐ NA

20. We would appreciate any comment you would care to make about your experience in purchasing a HUD Home.

Please let us know if you would like a reply. ☐ Yes ☐ No

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

ADDRESS OF THE PROPERTY PURCHASED:

LAST NAME

[illegible]**FIRST NAME**[illegible]**FHA CASE NUMBER (Found on your contract)**[illegible]

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" found in Section L of this solicitation. The full text of a provision may be accessed electronically at the addresses in Section E, PARAGRAPH E.1.

- | | | |
|-----------|--|------------|
| 52.203-11 | CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS
TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | (APR 1991) |
| 52.222-38 | COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING
REQUIREMENTS | (DEC 2001) |

K.2 FAR 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that-

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-
 - (i) those prices;
 - (i) the intention to submit an offer; or
 - (ii) the methods or factors used to calculate the prices offered.
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision

[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in the bid or proposal, and the title of his or her position in the offeror's

organization];

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- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.3 FAR 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors are required to submit the information required in paragraphs (d) through (f) of this solicitation provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), requirements reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
- (d) *Taxpayer Identification Number (TIN).*

☐

TIN: _____.

☐

TIN has been applied for.

☐

TIN is not required because:

☐

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐

Offeror is an agency or instrumentality of a foreign government;

☐

Offeror is an agency or instrumentality the Federal government.

(e) *Type of Organization.*

☐

Sole proprietorship;

☐

Partnership;

☐

Corporate entity (not tax-exempt);

☐

Corporate entity (tax-exempt);

☐

Government entity (Federal, State, or local);

☐

Foreign government;

☐
☐

International organization per 26 CFR 1.6049-4;
Other _____.

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(f) *Common Parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

K.4 **FAR 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)**

(a) *Definition.* "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ☐ is a women-owned business concern.

K.5 **FAR 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)**

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that –

(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.

(ii) The Offeror has ☐ has not ☐, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.6 FAR 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend [*check applicable block*] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance
(Street Address, City, State,
County, Zip Code)

Name and Address of Owner and
Operator of the Plant or Facility
If Other Than Offeror or Respondent

_____	_____
_____	_____

K.7 FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)

- (a)
 - (1) The North American Industry Classification System (NAICS) code for this acquisition is **541191**.
 - (3) The small business size standard is **\$6 million**.
 - (4) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is **500 employees**.
- (b) *Representations.*
 - (1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.
 - (2) [*Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision*] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

- (3) *[Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision]* The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.
- (4) *[Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision]* The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.
- (5) *[Complete only if offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision]* The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.
- (6) *[Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that—
- (i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the list of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and
- (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.
- (c) *Definitions.* As used in this provision--
- "Service-disabled veteran-owned small business concern"—
- (1) Means a small business concern—
- (vi) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (vii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).
- "Small business concern", means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.
- "Veteran-owned small business concern" means a small business concern—
- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business not less than 51 percent of the stock of

which is owned by one or more veterans; and K - 5

- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern", means a small business concern--

- (1) Which is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-
- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.8 **FAR 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)**

- (a) *General.* This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.
- (b) *Representations.*
- (1) *General.* The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either—
- ☐ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and
- (A) No material change in disadvantaged ownership and control has occurred since its certification;
- (B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth in 13 CFR 124.104(c)(2); and
- (C) It is identified on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net) or
- ☐ (ii) It has submitted a completed application to the Small Business Administration or a Private

Certifier to be certified as a small disadvantaged business concern in accordance

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with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

- (2) ☐ *For Joint Ventures.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representations in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]
- (c) *Penalties and Remedies.* Anyone who misrepresents any aspect of the disadvantaged status of a concern for the purpose of securing a contract or subcontract shall—
- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.9 FAR 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that-

- (a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It ☐ has, ☐ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.10 FAR 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that-

- (a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.11 FAR 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

- (a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.
- (b) By signing this offer, the offeror certifies that-
- (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or-

- (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)-
- ☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;-
 - ☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);-
 - ☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
 - ☐ (iv) The facility does not fall within Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:
 - (A) Major group code 10 (except 1011, 1081, and 1094).
 - (B) Major group code 12 (except 1241).
 - (C) Major group codes 20 through 39.
 - (D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
 - (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, *et seq*), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or
 - ☐ (v) The facility is not located in the United States or its outlying areas.

K.12 HUDAR 2452.226-70 CERTIFICATION OF STATUS AS A MINORITY BUSINESS ENTERPRISE (AUG 1995)

Bidder, Offeror or Supplier certifies that he or she ☐ is, ☐ is not, (check one), a minority business enterprise which is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the box applicable to you)

- ☐ Black Americans
- ☐ Hispanic Americans
- ☐ Native Americans
- ☐ Asian Pacific Americans
- ☐ Asian Indian Americans

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 NOTICE LISTING CONTRACT SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" found in Section L of this solicitation. The full text of a provision may be accessed electronically at the addresses in SECTION E, PARAGRAPH E.1.

52.215-01	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION	MAY 2001
52.216-27	SINGLE OR MULTIPLE AWARDS	OCT 1995
52.219-24	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM—TARGETS	OCT 2000
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB 1993

L.2 FAR 52.204-6 Data Universal Numbering System (DUNS) Number (OCT 2003)

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.
- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
 - (1) An offeror may obtain a DUNS number –
 - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
 - (2) The offeror should be prepared to provide the following information:
 - (i) Company legal business name.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company physical street address, city, state and Zip Code.
 - (iv) Company mailing address, city, state and Zip Code (if separate from physical).
 - (v) Company telephone number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officers/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).

L.3 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of Indefinite Quantity with fixed unit price line items contracts in each geographic area resulting from this solicitation.

L.4 FAR 52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Hand-Carried Address:

U.S. Department of Housing and Urban Development
Denver Field Contracting Operations, 8AAC
1670 Broadway, 25th Floor
Denver, CO 80202-4801
Attention: Tony M. Karpowicz

Mailing Address:

U.S. Department of Housing and Urban Development
Denver Field Contracting Operations, 8AAC
1670 Broadway, 23rd Floor
Denver, CO 80202-4801
Attention: Tony M. Karpowicz

- (b) The copy of any protest shall be received in the office designated above within one (1) day of filing a protest with the GAO.

L.5 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at the address(es) in SECTION E.1.

L.6 HUDAR 2452.209-70 POTENTIAL ORGANIZATIONAL CONFLICTS OF INTEREST (FEB 2000)

- (a) The Contracting Officer has determined that the proposed contract contains a potential organizational conflict of interest. Offerors are directed to FAR subpart 9.5 for detailed information concerning organizational conflicts of interest.
- (b) The nature of the potential conflict of interest is: If the contractor performed or was involved in the legal work for the foreclosure action which resulted in the acquisition of the title to the property by HUD, performance of the closing services shall be considered a conflict of interest, and the contractor shall not perform the services. The contractor shall notify the GTR no later than one day after discovery of the conflict. However, the contractor shall remain responsible for having such work performed.
- (c) Offerors shall provide a statement which describes concisely all relevant facts concerning any past, present or planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed under the proposed contract and bearing on whether the offeror has a possible organizational conflict of interest with respect to:
- (1) Being able to render impartial, technically sound, and objective assistance or advice, or
 - (2) Being given an unfair competitive advantage. The offeror may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of possible

organizational conflicts of interest relating to other divisions or sections of the organization and how that structure or system would avoid or mitigate such organizational conflict.

- (d) No award shall be made until any potential conflict of interest has been neutralized or mitigated to the satisfaction of the Contracting Officer.
- (e) Refusal to provide the requested information or the willful misrepresentation of any relevant information by an offeror shall disqualify the offeror from further consideration for award of a contract under this solicitation..
- (f) If the Contracting Officer determines that a potential conflict can be avoided, effectively mitigate, or otherwise resolved through the inclusion of a special contract clause, the terms of the clause will be subject to negotiation.

L.7 HUDAR 2452.215-70 PROPOSAL CONTENT (OCT 1999)

- (a) Proposals shall be submitted in two physically separate parts as described in paragraphs (c) and (d) below. Each of the parts must be complete in itself so that evaluation of each part may be conducted independently and so that the technical and management part may be evaluated strictly on its own merit. Proposals shall be enclosed in sealed packaging and addressed to the office specified in the solicitation. The offeror's name and address and the date and time specified in the solicitation for proposal submission, plus the following information, must appear in writing on the outside of the package.

RFP NUMBER: R-DEN-01893

ATTN: LAVERNE L. BRANSON, CONTRACT SPECIALIST

MAILROOM: DO NOT OPEN

- (b)
 - (1) Proposals shall be submitted in original and four copies. The proposals shall be accompanied by a cover letter providing the following information:
 - (i) The RFP number to which the proposal is addressed.
 - (ii) The name and address, telephone and fax numbers of the firm submitting the proposal.
 - (iii) The name, title, telephone and fax numbers, and email address of the person(s) preparing the proposal.
 - (iv) The name, title, telephone and fax numbers, and email address of the point of contact for obtaining clarifications, discussions, or making contract award, if different from the name(s) in item (iii) above.
 - (v) The geographic area for which the proposal is being submitted.

NOTE: Each geographic area being proposed requires submission of a separate proposal.

- (2) Part I shall be divided according to the stated evaluation factors. Pages within each part shall be numbered consecutively, including any exhibits, attachments, etc.
- (3) In the event the technical proposal exceeds fifty pages (see Section L, Paragraph L.10, AS 2102 Limitation on Size of Technical Proposal), only the first fifty pages of the proposal will be evaluated. Résumés may be included in factor 1 or as an attachment to the technical proposal.
- (4) Proposals must contain enough detail to allow for thorough evaluation and sound determination of whether or not the offeror will be able to perform in accordance with the solicitation's requirements. Offerors should be careful that their proposals are neither too elaborate nor too general. Proposals should address this particular solicitation with specific statements relevant to the PWS. The Government considers all unsubstantiated statements such as "The offeror understands and will perform in accordance with the PWS" as being technically unacceptable.
- (5) A facsimile proposal will not be accepted under this solicitation.

- (c) **Part I – Technical and Management Proposal** – A separate technical and management proposal must be submitted. The proposal shall clearly and sufficiently address the factors listed below (see Section M – Evaluation Factors for Award for a description of the information to be addressed and applicability).
- (1) **TECHNICAL AND MANAGEMENT APPROACH**
 - (2) **PRIOR EXPERIENCE AND PAST PERFORMANCE**
 - (3) **SMALL BUSINESS PARTICIPATION**
- (d) **Part II – Business Proposal** – The offeror shall –
- (1) Complete the an original SF-33, Solicitation, Offer, and Award, specifically Blocks 12 through 18, and place the DUNS number on the cover of the SF-33. In addition, include acknowledgement of any amendments issued, if any, in this section;
 - (2) Complete Section B, Paragraph B.4, Price Schedule, and include it in this section;
 - (3) Complete Section F, Paragraph F.5, Place of Performance, and include it in this section;
 - (4) Complete Section G, Paragraph G.4, Authorized Individuals, and include it in this section;
 - (5) Complete Section I, Paragraph I.15, HUDAR 2452.237-70, Key Personnel, and include it in this section;
 - (6) Complete, if applicable, the Waiver of Evaluation Preference (Section I, Paragraph I.8, FAR 52.219-4), Waiver of Evaluation Adjustment (Section I, Paragraph I.9, FAR 52.219-23), and SF-LLL, Disclosure of Lobbying Activities (Section K, Paragraph K.1, FAR 52.203-11) , and include them in this section;
 - (7) Complete the Representations and Certifications provided in Section K of this solicitation and include them in this Section, and
 - (8) Provide information to support the offeror's purposed costs or prices as **INFORMATION OTHER THAN COST OR PRICING DATA**. This solicitation **requires submission of information other than cost or pricing data** in order to perform a cost realism analysis, which may also be used in evaluating the contractor's understanding of the government's requirements. Supporting cost information must be provided to enable the government to determine that the offeror has a complete understanding of the requirements to be performed under this contract. All offerors shall submit, as part of their offer, the Information Other Than Cost and Pricing Data form and any supporting documentation, **which clearly illustrates the cost elements used by the offeror to achieve its price for each line item.** (i.e. Direct Labor, Indirect Labor, General and Administrative Expenses, Overhead, Profit, etc.), as further described in FAR 15.408(l). See the Information Other Than Cost and Pricing Data, located after Section M as Attachment I.
- L.8 **HUDAR 2452.219-70 SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (OCT 1995)** (*Applicable only to large businesses submitting proposals expected to exceed \$500,000 (including option periods)*)
- (a) This provision is not applicable to small business concerns.
 - (b) Consistent with the national interest, it is HUD policy that small business, women-owned small business and small business concerns that are owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in the performance of HUD work at the prime and subcontract level. Therefore, any contract awarded as a result of this solicitation shall fully comply with the intent of this policy, and the successful offeror shall agree to pursue an effective and comprehensive small business, small disadvantaged business and women-owned small business

subcontracting program in compliance with the clause entitled "Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns".

- (c) Prior compliance with subcontracting plans shall be considered in determining the responsibility of an offeror (see FAR 9.104-3). Therefore, offerors having previous contracts with subcontracting plans shall provide the following information: agency name; agency point of contact; contract number; total contract value; a synopsis of the work required under the contract; the role(s) of the subcontractor(s) involved; and, the applicable goals and actual performance (dollars and percentages) for subcontracting with small, small disadvantaged and women-owned small business concerns. This information shall be provided for the three most recently (within the last three years) completed contracts with such subcontracting plans.
- (d) The contract expected to result from this solicitation will contain the clause at FAR 52.219-9, "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan." In accordance with that clause, the offeror shall submit the complete subcontracting plan with the response to this solicitation. The content of the final plan is subject to negotiation. Failure to submit a complete subcontracting plan and negotiate its content in good faith shall make the offeror ineligible for the contract award.

L.9 HUDAR 2452.233-70 REVIEW OF CONTRACTING OFFICER PROTEST DECISIONS (OCT 1999)

- (a) In accordance with FAR 33.103 and HUDAR 2433.103, a protester may request an appeal of the Contracting Officer's decision concerning a protest initially made by the protester to the Contracting Officer. Such requests shall be made in writing to the cognizant Head of the Contracting Activity (HCA, see definition at HUDAR Subpart 2.1) within 10 days (see FAR 33.101 for the definition of "days") of the protester's notification of the Contracting Officer's decision.
- (b) The cognizant HCA shall make an independent review of the Contracting Officer's decision and provide the protester with the HCA's decision on the appeal.

L.10 AS 2102 LIMITATION ON SIZE OF TECHNICAL PROPOSAL (FEB 2003)

- (a) Offerors shall limit Part I, Technical Proposal, of their initial offers to 50 pages, except for the information specifically exempted in paragraph (c). Offerors are cautioned that if Part I of their offers exceeds this page limitation, the Government will evaluate up through the permitted number of pages only. Pages beyond that limit will not be evaluated.
- (b) A page is considered to be one side of a single sheet of 8½" x 11" paper, single spaced, using not smaller than 12 point type font, and having margins at the top, bottom and sides of the page of no less than one inch in width.
- (c) The following information is exempt from the limitation set forth in paragraph (a)—

RESUMES.

- (d) Offerors are encouraged to use recycled paper and to use both sides of the paper (see FAR clause 52.204-4).

L.11 AS 2112 SPECIAL INSTRUCTION REGARDING LOBBYING DISCLOSURES (FEB 2003)

If the bidder/offeror is required to complete an SF-LLL, Disclosure of Lobbying Activities (see FAR 52.203-11), the offeror shall obtain the form from HUD's internet homepage at:

<http://www.hudclips.org/subscriber/html/forms.htm>

L.12 AS 2309 SUBCONTRACTING GOALS (FEB 2003)

HUD is strongly committed to ensuring that small businesses, veteran-owned small businesses, service-disabled veteran-owned small businesses, HUBZone small businesses, small disadvantaged businesses and women-owned small businesses have maximum opportunities to participate in subcontracting with HUD primes. To reinforce its commitment, HUD has established a subcontracting goal of up to 40% of the total value of each contract and

subsequent modifications. Contractors that are unable to meet the established goal due to practical considerations must provide the rationale for the proposed level of subcontracting. In evaluating subcontracting plans, HUD will consider the total value of the subcontracting effort as it relates to the total value of the prospective contract.

In accordance with FAR Part 19.702 and HUDAR 2452.219-70, the contractor shall provide the maximum practicable subcontracting opportunities to small businesses, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. HUD's subcontracting goals for the current fiscal year are provided below and are expressed as percentages of the total value of the contract.

HUD Subcontracting Goals:

37% - Small Business

Within that total, the following subordinate goals shall apply:

10% - Small Disadvantaged Business

7% - Women-Owned Small Business

3% - Service-Disabled Veteran-Owned Small Business

3% HUBZone Small Business

For acquisitions where subcontracting opportunities exist, each offeror's subcontracting plan will be evaluated in accordance with the evaluation factors in Section M.

L.13 BUSINESS SIZE CERTIFICATIONS

Offerors are advised to carefully consider their certification as either a small or large business. Offerors are expected to know what is required to certify as a small business and should consult with their local Small Business Administration representative for any questions. An offeror who certifies as a small business, is selected for award, and, as a result of a protest, is subsequently found to be a large business will have their proposal reevaluated as a large business, likely impacting the final rating. If no discussions ensue, the offeror may not have an opportunity to correct any deficiencies.

L.14 HISTORICAL INFORMATION AND PROJECTIONS

This section includes historical data for Colorado (Area 20). The offeror is cautioned that HUD does not warrant the information as being complete and accurate. The HUD inventory is subject to many variables and HUD makes no assertions that the estimates provided in Section B, Paragraph B.4, Price Schedule, will remain accurate throughout the life of the contract.

Colorado Sales by County

<u>State:</u>	<u>County:</u>	<u># of Sales</u>		
		<u>FY 01:</u>	<u>FY02:</u>	<u>FY03:</u>
CO	RIO BLANCO	1	1	1
CO	ARAPAHOE	34	36	152
CO	SUMMIT	1	1	
CO	DENVER	27	49	169
CO	ELBERT			5
CO	PROWERS	1	1	
CO	DOLORES		2	1
CO	LOGAN	6	3	7
CO	SEDGWICK		1	
CO	ARCHULETA	1		3
CO	EL PASO	92	97	135
CO	ROUTT		1	1
CO	RIO GRANDE	1	1	3
CO	KIOWA		1	

CO	MESA	39	44	44
CO	FREMONT	3	8	8
CO	MONTEZUMA	9	6	9
CO	BENT			1
CO	CLEAR CREEK		3	2
CO	DELTA	4	4	3
CO	PHILLIPS			1
CO	ADAMS	29	53	138
CO	SAN MIGUEL			1
CO	LINCOLN		1	1
CO	BOULDER	5	4	20
CO	KIT CARSON		1	
CO	LAS ANIMAS	1		
CO	MORGAN	15	20	7
CO	DOUGLAS	4	6	27
CO	YUMA		1	
CO	JEFFERSON	17	15	73
CO	WELD	23	34	49
CO	PARK	3	2	1
CO	PUEBLO	59	69	79
CO	LARIMER	11	11	15
CO	CROWLEY			2
CO	CONEJOS			1
CO	MOFFAT		1	3
CO	TELLER	7	10	7
CO	HUERFANO		1	1
CO	WASHINGTON	1	1	1
CO	ALAMOSA		2	1
CO	OTERO	4		3
CO	GUNNISON	1		
CO	COSTILLA	1		
CO	GARFIELD	1	3	6
CO	MONTROSE	3	3	6
FY Totals:		404	497	987

L.15 QUESTIONS

If received no later than 10 days after the solicitation is posted, written questions regarding this solicitation are welcomed and HUD will use its best efforts to provide timely information in response thereto. HUD may not entertain questions after this date. Questions will be accepted via letter to Ms. Laverne L. Branson at the address shown in block 7 of the SF-33, by facsimile at 303-672-5062, by email at Laverne.L.Branson@hud.gov, or by telephone at 303-672-5281. Facsimile or email are preferred. Answers may be made by amendment to the Solicitation.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1. FAR 52.217-05 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

M.2. AS 2301 RELATIVE IMPORTANCE OF TECHNICAL EVALUATION FACTORS TO COST OR PRICE (NOV 2002)

For the purposes of evaluation of offers and the selection of the contractor, or contractors, under this solicitation, the combined relative merit of the offeror's technical proposal as evaluated in accordance with the technical evaluation factors listed herein shall be considered significantly more important than the cost or price. While the proposed cost or price will not be assigned a numerical weight, it shall be considered a significant criterion in the overall evaluation of proposals.

M.3. SOURCE SELECTION PROCEDURES

HUD has determined to use the Conventional Source Selection method for this best value analysis: a Best Value Tradeoff analysis process. HUD anticipates awarding contracts without entering into discussions with offerors; however, HUD reserves the right to engage in discussions if warranted. (See Section L, FAR 52.215-1) In accordance with FAR 15.306(b), HUD may have communications with offerors before establishing a competitive range of offerors with whom to enter into discussions.

- (a) Proposals received in response to this RFP will be evaluated using a Best Value Tradeoff process that will entail a qualitative evaluation of proposals under three primary factors - Technical and Management Approach, Past Performance, and Small Business Participation. However, Small Business Participation factor will only be considered in the source selection process if a geographic area is considered to be procured using full and open competition under the cascade process spelled out in M.4 below. The final selection will be made using the qualitative factors and price as the tradeoff factors for only offers ultimately determined to be technically acceptable for all factors evaluated. An offer rated overall as unacceptable (including unacceptable but capable of being made acceptable) shall not be eligible for award.
- (b) After completion of technical evaluations, if the Contracting Officer (CO) determines to award without conducting discussions [see paragraph (a). above], then offerors rated technically acceptable will be eligible for award. If the CO determines discussions are necessary, then based upon the ratings of each proposal against all the evaluation criteria, the CO will establish a competitive range comprised of the **most highly rated** proposals for which an efficient competition can be conducted.
- (c) After establishing the competitive range, HUD may conduct exchanges of information (discussions/negotiations/clarifications). After exchanges are completed, offerors in the competitive range will be requested to submit Final Proposal Revisions (FPR). Upon submission and evaluation of the FPR, a selection decision will be made and contracts will be awarded.
- (d) Regardless of whether or not exchanges take place, the final selection decision will be the result of a tradeoff analysis of the technical factors and price.

M.4. SET-ASIDE AWARD PROCEDURE

Any award(s) resulting from this solicitation will be made using the following set-aside order of precedence:

- (a) In accordance with FAR Subpart 19.13, any award under this solicitation will be made on a competitive basis first to an eligible Historically Underutilized Business Zone (HUBZone) small business concern (see Section K, FAR 52.219-01, "Small Business Program Representations" for small business size definition) in accordance with FAR Subpart 19.13, *provided* that there is adequate competition among such firms.

- (b) If there is inadequate competition for award to a HUBZone small business concern, award will be made competitively to a small business concern in accordance with FAR Subpart 19.5.
- (c) If there is inadequate competition for award to a small business concern, award will be made on the basis of full and open competition considering all offers submitted by responsible business concerns. Any price evaluation preference for HUBZone business concerns or for small disadvantaged business concerns will be applied at this tier in accordance with the clauses at FAR 52.219-23, "Notice of Price Evaluation Preference for HUBZone Small Business Concerns" *provided* that the requirements set forth at FAR 19.1102 and 19.1307 are applicable.
- (d) Adequate competition shall be deemed to exist if—
 - (1) At least two competitive offers are received from qualified, responsible business concerns at the tier under consideration; and
 - (2) Award will be made at fair market prices as determined in accordance with FAR 19.202-6.
- (e) When there is inadequate competition at any tier, an otherwise competitive offer from a responsible business concern at that tier will be considered with the eligible offers for the next lower tier. For example, only one competitive offer is received from a HUBZone business. That offer will be included in the pool of offers received from all small businesses. If there is still inadequate competition, the offer from the HUBZone business will then be included with all offers received.

M.5. EVALUATION OF PRICING

- (a) The evaluated price for the solicitation will be established by multiplying the unit prices submitted by the estimated quantity for each of the stated performance periods. The estimated cost for each period will then be added to determine the total evaluated contract price before adjustment.
 - (1) In the event that the geographic area, through the cascade process stated in M.4 above, is opened up to full and open competition, the evaluation price will be adjusted as follows:

In accordance with Section I, Paragraph I.8 FAR 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns, a price evaluation factor of 10 percent will be added to the total evaluated price before adjustment of all offers determined to be in the competitive range which are not from an SBA-approved HUBZone small business concern (except HUBZone small business offerors which have waived the preference or from an otherwise successful small business).
 - (2) In accordance with Section I, Paragraph I.9 FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, a price evaluation factor of 10 percent will be added to offers determined to be in the competitive range that are not SDB concerns (except for SDB concerns which have waived the preference).
- (b) While cost will not be assigned a rating during the evaluation, it is a criterion in the overall evaluation of proposals. Proposed costs will be evaluated to determine whether they are necessary and reasonable for the conduct of the proposed contract, reflect a clear understanding of the requirements, and are consistent with the methods of performance described in the offeror's proposal.

All evaluation factors other than cost, when combined, are significantly more important than cost.

M.6. TECHNICAL EVALUATION FACTORS

The following factors will be used by the Department to evaluate proposals. The evaluation factors are listed in order of their importance. In other words, Technical and Management Approach is considered to be more important than Prior Experience and Past Performance, which is more important than Small Business Participation.

The offeror should carefully review the Factors for Award. In submitting a response to the Factors for Award, the offeror should provide a full, clear and complete response, carefully checking the instructions given in Section L of this RFP.

FACTOR 1: Technical and Management Approach.

Offeror shall provide adequate information to demonstrate the ability to perform and manage the work to be performed for each geographic area proposed to ensure quality of performance. Sufficient evidence will include, at a minimum:

- (a) A detailed work flow chart identifying the process/steps, with necessary accompanying narrative, which will clearly reflect the offeror's strategy 1) for timely completion of case assignments, 2) how work deadlines will be met, 3) description of the automated closing processing software package, 4) that table funding of closings will occur or, if prohibited by state law, how funding of closings will be completed, and 5) how the geographic area will be serviced, including how closings will be conducted within 50 miles of the subject property.
- (b) A plan to adjust staffing and workload as necessary to ensure capacity to adjust to a fluctuating level of case assignments. The offeror's strategy will also 1) reflect how the contractor will perform the HUD work in competition with any other work the offeror performs, 2) show how many staff will work on the HUD contract, 3) establish how the minimum, estimated, and maximum contract quantities will be performed, and 4) reflect how staff will be trained initially and on a continuing basis.
- (c) A clear plan for general oversight of the contract and quality control (QC). An acceptable oversight and QC plan will, at a minimum, identify the methods/processes the offeror will use to oversee contract performance to clearly ensure quality and timely performance and to prevent, detect, and correct any deficiencies in contract performance with little or no need for Government intervention. An acceptable QC plan will also include acceptable procedures, processes, and controls the contractor will use to prevent/eliminate the potential for fraud, waste, or abuse of HUD funds and/or any other funds received in the performance of the contract.
- (d) A description of the specific effort to be contributed by key personnel under the contract, including the person's role, specific qualifications for the task assigned, and the percentage of each individual's time utilized under this effort. The description (not a resume) shall clearly identify each person involved in the performance of the contract, the role they play, and whether or not the individual is an employee or subcontractor. The following personnel must be named and their experience for the position described: 1) the contract manager, 2) an alternate contract manager, 3) the person overseeing quality control, 4) the person overseeing the HUD account and management of funds received from buyers, and 5) any person physically performing a closing.
- (e) A description of how the offeror and any proposed subcontractors/partners will ensure compliance with all contract and state licensing requirements. If the offeror is licensed in the state, a copy of the state license is sufficient. If the offeror is not yet licensed in the state, the offeror must include information sufficient to show the deadline for compliance can be met. If the state that the offeror is proposing has no licensing requirements, the offeror must submit documentation to verify this distinction.

FACTOR 2: Prior Experience and Past Performance.

The offeror shall provide documentation of prior experience (quantitative element) and past performance (qualitative element) for the three-year period prior to submission of the proposal, of the same or similar services relevant to the solicitation requirements, sufficient to ascertain the offeror would be able to perform the contract requirements with a high level of quality. The offeror must identify the predominant product or service provided, and the names, title, addresses, telephone, numbers, fax numbers, and e-mail addresses (if available) of at least two people familiar with the offeror's performance.

The offeror shall identify all contracts, either ongoing or completed within the last three years, which demonstrate performance relevant to the solicitation requirements. If more than five contracts are relevant, then the offeror shall provide only the five most recent contracts. If the offeror has multiple segments (such as divisions, groups, units, etc.), or is affiliated in any way with other contractors, the offeror shall provide the most recent contracts performed by the segment that will perform the proposed contract before claiming credit for work performed as part of another segment/affiliate. Contracts for state and local governments, private sector clients, and subcontracts that are similar to the solicitation requirements will be evaluated equally with similar federal contracts. The offeror shall submit information on key personnel, major subcontractors, similar work performed as part of a team or joint venture, or similar work performed as part of a predecessor organization. The offeror is encouraged to discuss any negative performance issues that occurred during performance of the identified contracts and any corrective actions taken.

For each identified Federal contract, the offeror must specify the predominant product or service provided under the contract, the contract value, the contract award date, the contract completion date, and the name and title, address, telephone number, fax number, and e-mail address (if available) of a person familiar with the offeror's performance. For each identified non-Federal contract, the offeror must identify the predominant product or service provided under the contract, the contract value, award and completion dates, and the names, titles, addresses, telephone numbers, fax numbers, and e-mail addresses (if available) of at least two people familiar with the offeror's performance. If the offeror has provided services but was not under a formal contract arrangement, the offeror shall provide the same information above for its five largest clients for whom the offeror worked at an arms-length relationship (i.e. not affiliated through ownership, employees, etc).

The offeror must prepare and sign a letter to each of these references using the format in Section M, Attachment 2, in this solicitation, prepare a "Past Performance Evaluation Survey" form (see Section M, Attachment 3 to this solicitation) for each reference to complete (the offeror is to complete the "From" block and blocks 1, 2, and 3 of each evaluation survey form), and attach the evaluation survey form to the letter. The offeror shall fax all the letters and evaluation survey forms to the intended recipients and attach a copy of the letters with the proposal as an appendix to the Technical Proposal. The letters shall clearly state that the recipient should provide a reply to the Contracting Officer as soon as possible, as responses received more than four business days after the proposal closing date may be considered untimely and might not be evaluated. The information provided on the references, the letters, or the evaluation survey forms will not be considered "pages" if a page limitation is placed on the length of proposals.

When evaluating the offeror's past performance, the Contracting Officer is not restricted to information obtained from the references but also may use information obtained from other sources.

If the Contracting Officer obtains a "poor" or "unsatisfactory" rating from a reference, or negative past performance information from any other source on which the offeror has not had a previous opportunity to comment, and the past performance factor is the determining factor preventing the offeror from being eligible for an award, the offeror will be afforded the opportunity to comment on the negative information. This communication is not considered to be discussions, but, rather, is considered to be a permitted limited exchange of information.

If the offeror is a new entity and none of its key personnel and major subcontractors have ever performed work for others that is similar to the requirements in this solicitation, the offeror will not be evaluated favorably or unfavorably on the factor of past contract performance.

FACTOR 3: Small Business Participation.

HUD is strongly committed to ensuring that small businesses, veteran-owned small businesses, service-disabled veteran-owned small businesses, HUBZone small businesses, small disadvantaged businesses and women-owned small businesses have maximum opportunities to participate in performance of this contract.

NOTE 1: All offerors shall submit a proposal to be evaluated under this factor. However, this factor will only be considered in the selection of Contractors if, through the cascade process identified in M.4 of the solicitation, the RFP is determined to be procured using full and open competition (not as a HUBZone or small business set-aside).

Offers will be evaluated on the following subfactors:

- (a) **Proposed small business participation.** The total value of the proposed direct small business participation in contract performance as it relates to the total value of the prospective contract.
- (1) **Large Business Concerns.** (Please see Section K of this solicitation for the small business size standard to determine if your firm is large or small.) To reinforce the commitment stated above, HUD has established small business subcontracting goals (See L.9 AS 2309). Accordingly, offerors who are large businesses will be evaluated using the following:
- (2) The Offerors' small business subcontracting plan prepared in accordance with FAR 52.219-9; and
- (3) The specific subcontracting goals established by HUD for:
- | | | |
|-------|---|---------|
| (i) | Small Business | 37% |
| (ii) | Veteran-Owned Small Business | no goal |
| (iii) | Service-Disabled Veteran-Owned Small Business | 3% |
| (iv) | HUBZone Small Business | 3% |
| (v) | Small Disadvantaged Business | 10% |
| (vi) | Women-Owned Small Business | 7% |
- Contractors that are unable to meet the established goal due to practical considerations must provide the rationale for the proposed level of subcontracting.
- (4) **Small Business Concerns.** Although small businesses are exempt from submitting a subcontracting plan in the manner required by FAR 52.219-9, small businesses shall address, and HUD will assess, information submitted that addresses the planned total participation of small businesses, including that of the offeror, in the direct performance of the work under this proposed contract.
- (b) **Proposed Small Disadvantaged Business (SDB) participation.** All offerors shall submit information that clearly identifies intentions for participation of SDB concerns in the direct performance of the contract. Information submitted includes targets for SDB participation, expressed in terms of dollars and/or percentages of total contract value, by the contractor, including joint venture partners and teaming members. Proposals will be evaluated on the extent to which SDB concerns are specifically identified and the extent of direct contract participation of SDB concerns in terms of the value of the total acquisition.
- NOTE 2: Offerors who have certified themselves as SDB concerns will not be evaluated under this subfactor unless they have waived the price preference (See Section L, FAR 52.219-24, SDB Participation Program - Targets, and Section I, FAR 52-219-23, Notice of Price Evaluation Adjustment for SDB Concerns.)*
- (c) **Commitments.** The extent to which, if an offeror is not performing 100% of the direct work with in-house staff, the offeror has provided satisfactory documentation of subcontract agreements, letters of intent to perform, and/or certifications similar to that in Section K of this RFP at FAR 52.219-1 from small businesses and SDBs the offeror has proposed to utilize.

NOTE 3: Any SDB concerns specifically listed as being committed to the performance of the contract will be incorporated into the subsequent contract award. The contractor will not be able to substitute the use of another contractor for that listed without the consent of the CO.

ATTACHMENT 1
INFORMATION OTHER THAN COST AND PRICING DATA

Preparer's Name:			Signature and Date:	
RFP Number:			Geographic Area:	
DESCRIPTION OF COST ELEMENTS (a)	BASE (b)	RATE (c)	SUBTOTALS (d)	TOTALS (e)
1. DIRECT LABOR - CATEGORIES	Estimated Number of Hours	Hourly Rate (\$)		
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
TOTAL DIRECT LABOR				1. \$
2. LABOR OVERHEAD AND FRINGE BENEFITS		Estimated %		
FRINGE BENEFITS			\$	
OVERHEAD			\$	
TOTAL LABOR OVERHEAD				2. \$
3. TRAVEL				3. \$
4. SUBCONTRACTS - TYPE/PURPOSE	No. of Hours/Days	Hourly/Daily Rate		
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
TOTAL SUBCONTRACT COSTS				4. \$
5. OTHER DIRECT COSTS - CATEGORIES				
			\$	
			\$	
			\$	
			\$	
TOTAL OTHER DIRECT COSTS				5. \$
6. CONSULTANTS				6. \$
7. TOTAL DIRECT COSTS AND OVERHEAD				7. \$
8. GENERAL AND ADMINISTRATIVE EXPENSE (G&A)		Percent		8. \$
9. TOTAL COSTS				9. \$
10. PROFIT		Percent		10. \$
11. TOTAL ESTIMATED COST AND PROFIT				11. \$
12. UNIT PRICE (Block 11 divided by the estimated quantity)				12. \$

ATTACHMENT 1 - continued

INFORMATION OTHER THAN COST AND PRICING DATA- INSTRUCTIONS

Complete this worksheet to estimate the total annual costs for performing the contract for the base period of the contract, based upon the estimated quantity in the solicitation. If the option period prices substantially differ from the base period (more than normal inflation allowance e.g. startup costs in the base period), then additional sheets shall be submitted for each option period.

ITEM 1: Direct Labor

Enter labor by category and skill level in column (a). If more than one person is proposed in a category, enter the number of persons in parentheses. Enter the estimated total number of hours for all personnel in the category in which the labor will be required (if 2080 hours per year is the basis for one staff year, then the above example for 5 full time appraisers would be $2080 \times 5 = 10,400$ hours) in column (b). Enter the estimated hourly rate for each labor category in column (c). Multiply the amount in column (b) by the amount in column (c), and enter the product in column (d). Add the amounts in column (d) and enter that total in the row labeled TOTAL DIRECT LABOR.

ITEM 2: Labor Overhead and Fringe Benefits

Enter the estimated rates (percentages) for fringe benefits and labor overhead in the blanks in column (c). Multiply these percentages by the amount for TOTAL DIRECT LABOR in 1(e) above and enter the results in column (d). Add the two totals and enter the sum in column (e) of the row labeled TOTAL LABOR OVERHEAD.

ITEM 3: Travel

Enter the total estimate in column (e).

ITEM 4: Subcontracts

For each type of subcontract, enter the estimated number of hours/days in column(b). Enter the hourly/daily rate in column (c). Multiply each rate by the number of hours/days and enter the result in column (d). Add the totals in column (d) and enter the sum in column (e) of the row labeled TOTAL SUBCONTRACT COSTS.

ITEM 5: Other Direct Costs

Enter each type of cost to be directly incurred and attributable solely to this contract in column (a) and its corresponding total cost in column (d). Add the totals in column (d) and enter the sum in column (e) of the row labeled TOTAL OTHER DIRECT COSTS.

ITEM 6: Consultants

Enter the sum of the total amounts for all consultants in column (e)

ITEM 7: Total Direct Cost and Overhead

Add the totals in column (e), items 1 through 6 and enter the sum.

ATTACHMENT 1 - continued

ITEM 8: General and Administrative (G&A)

Enter the estimated G&A (sometimes referred to as company overhead) rate in column (c) and multiply it by the amount in 7(e) above. Enter the result in column (e).

ITEM 9: Total Estimated Costs

Add the amounts in 7(e) and 8(e) enter the sum in column (e).

ITEM 10: Fee or Profit

Enter the amount calculated or estimated for the fixed fee or profit.

ITEM 11: Total Estimated Cost and Fee/Profit

Add the amounts in 9(e) and 10(e). Enter the sum in column (e). This is the grand total of the Contractor Cost Estimate for the base period of performance based upon the estimated quantity in the solicitation.

ITEM 12: Unit Price

Divide the amount in 11(e) by the estimated quantity for the area proposed. Round to the nearest dollar.

ATTACHMENT 2

SAMPLE CONTRACTOR-PROVIDED LETTER REQUESTING PAST PERFORMANCE EVALUATION

Date:

Ms. Roberta Smith, Contracting Officer
Atlanta Operations Branch
U.S. Department of Housing and Urban Development
40 Marietta Street, 15th floor
Atlanta, GA 30303

Subject: Past Performance of XYZ Corporation on Contract X-XXX-12345, for XXX services

Dear Ms. Smith;

XYZ Corporation recently completed contract X-XXX-12345, in which we provided XXX services for your Department. The requirements of this contract were similar to the requirements of a solicitation for which XYZ Corporation has submitted a proposal.

As part of the proposal evaluation, I ask that you evaluate our performance of contract X-XXX-12345 by completing the enclosed evaluation form and faxing it within five days of receipt to the U. S. Department of Housing and Urban Development, Attn: Laverne L. Branson, fax (303) 672-5062. The completed form will be marked and treated as "Source Selection Information" in accordance with Federal Acquisition Regulation 3.104, *Procurement Integrity*, and it will not be released except to Government personnel needing the information for source selection purposes and to XYZ Corporation for comments during source selection.

Your cooperation in this matter is greatly appreciated.

Respectfully,

Bob Jones
President
XYZ Corporation

ATTACHMENT 3

PAST PERFORMANCE EVALUATION SURVEY				
PLEASE FAX WITHIN 5 DAYS OF RECEIPT TO: U.S. DEPT OF HUD Attn: Laverne L. Branson Solicitation #R-DEN-01893 Fax: (303) 672-5062	FROM: (Offeror shall insert name, title, and address of reference)		DATE SURVEY COMPLETED	
1. Name and Address of Offeror (to be completed by offeror)				
2. Contract number or identifier	Type of contract*	Award date	Completion date	Value \$
<i>* Include all that apply: Firm-Fixed Price (FFP); Fixed-Price, Economic Price Adjustment (FP-EPA); Cost-Plus-Fixed-Fee (CPFF); Completion or Term; Cost-Plus-Incentive-Fee (CPIF); Cost-Plus-Award-Fee (CPAF; Cost; Cost Sharing; Indefinite Delivery/Indefinite Quantity (IDIQ); Basic Ordering Agreement (BOA); Federal Supply Schedule; Requirements; Labor Hour; Time and Materials (T&M); other</i>				
3. Description(s) of Products or Services Provided				
4. Using the attached Performance Rating Guidelines Chart, please rate the company listed in block 1 above on the contracts or projects listed in block 2 above. Provide comments for ratings of excellent, poor, or unsatisfactory.				
4a. QUALITY OF PRODUCTS AND SERVICES				
<input type="checkbox"/> Excellent	<input type="checkbox"/> Good	<input type="checkbox"/> Fair	<input type="checkbox"/> Poor	<input type="checkbox"/> Unsatisfactory
Comments:				
4b. TIMELINESS OF PERFORMANCE				
<input type="checkbox"/> Excellent	<input type="checkbox"/> Good	<input type="checkbox"/> Fair	<input type="checkbox"/> Poor	<input type="checkbox"/> Unsatisfactory
Comments:				
4c. BUSINESS RELATIONS				
<input type="checkbox"/> Excellent	<input type="checkbox"/> Good	<input type="checkbox"/> Fair	<input type="checkbox"/> Poor	<input type="checkbox"/> Unsatisfactory
Comments:				
4d. CUSTOMER SATISFACTION				
<input type="checkbox"/> Excellent	<input type="checkbox"/> Good	<input type="checkbox"/> Fair	<input type="checkbox"/> Poor	<input type="checkbox"/> Unsatisfactory
Comments:				

ATTACHMENT 3 – continued

5. WAS/IS THE FIRM COMMITTED TO CUSTOMER SATISFACTION?

☐ YES

☐ NO

Comments:

6. WOULD YOU SELECT THIS FIRM AGAIN AND WHY? PLEASE INCLUDE COMMENTS REGARDING ANY SPECIFIC KEY PERSONNEL ON YOUR CONTRACT(S) THAT ARE RELEVANT. ATTACH ADDITIONAL SHEET IF NECESSARY.

Comments:

7a. Printed/typed name and signature of prepare of survey response:

7b. Telephone number:

ATTACHMENT 3 - continued

PERFORMANCE RATING GUIDELINES CHART

Summarize the contractor's performance under each of the rating categories. Assign a rating of 0 (Unsatisfactory), 1 (Poor), 2 (Fair), 3 (Good), 4 (Excellent) or + (Plus). Use the following guidelines to make your evaluation ratings. Be sure that this assessment is consistent with any other assessments of the contractor's performance (i.e., for payment of fee purposes).

	QUALITY	TIMELINESS	BUSINESS RELATIONS	CUSTOMER SATISFACTION
CRITERIA	Compliance with contract requirements -Accurate reporting -Use of appropriate personnel -Technical excellence	-Performance milestones & delivery schedules reliably met -Responsive to technical direction -Timely completion, including wrap-up & contract admin. -No liquidated damages	-Effective management -Businesslike communications -Prompt notification of problems -Reasonable, cooperative, flexible, pro-active -Effective small/small disadvantaged business subcontracting	-Services/products met the end users needs as expressed in contract -Responsive to contract requirements -Effective contractor-generated solutions
Unsatisfactory	Nonconformance compromised achievement of contract requirements, despite use of agency resources.	Delays compromised compliance with contract requirements despite use of agency resources.	Response to inquiries and technical/service/administrative issues was consistently ineffective & unresponsive.	Service/product generally unsatisfactory
Poor	Nonconformance required major agency resources to ensure achievement of contract requirements.	Delays require major agency resources to ensure achievement of contract requirements.	Response to inquiries and technical/service/administrative issues was marginally effective & responsive.	Service/product marginally satisfactory
Fair	Nonconformance required minor agency resources to ensure achievement of contract requirements.	Delays required minor agency resources to ensure achievement of contract requirements.	Response to inquiries and technical/service/administrative issues was occasionally effective & responsive.	Service/product occasionally satisfactory
Good	Nonconformance had no impact on achievement of contract requirements.	Delays had no impact on achievement of contract requirements.	Response to inquiries and technical/service/administrative issues was usually effective & responsive.	Service/product usually satisfactory
Excellent	There were no quality problems.	There were no delays.	Response to inquiries and technical/service/administrative issues were consistently effective & responsive.	Service/product always satisfactory